

# GTA Direct

# **Master Services Agreement**

# for

# **GTA Direct Services - Hosted Contact Center**

# Between

# Georgia Technology Authority

# And

# Verint Americas Inc.

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## MASTER SERVICES AGREEMENT for GTA Direct Services

This **Master Services Agreement for GTA Direct Services** (including all exhibits and attachments hereto, this "**Master Services Agreement**" or "**MSA**"), dated as \_\_\_\_\_\_, 2022 (the "**Effective Date**"), is made by and between the **Georgia Technology Authority** ("**GTA**"), whose principal place of business is located at 47 Trinity Avenue, Atlanta, Georgia, 30334, and **Verint Americas Inc.**, a \_\_\_\_\_\_\_ corporation, whose principal place of business is located at \_\_\_\_\_\_\_

("Supplier") (each, a "Party" and collectively, the "Parties").

### 1. Background and Introduction.

GTA is entering into this MSA as part of its "**GTA Direct Program**". This program facilitates the accelerated procurement of services by allowing eligible entities to contract directly with the qualified Suppliers rather than with GTA. In addition to establishing the GTA DirectProgram and confirming each Supplier's continuing qualification thereunder, GTA will provide governance over the contracts to monitor conformance to the MSA's scope and terms.

### 1.1 Framework.

**Customers under GTA Direct Program.** A "**Customer**" may be any state or local government body or entity within the State of Georgia, or not for profit Georgia college and universities. GTA may publish from time to time eligibility requirements for organizations to be Customers participating in the GTA Direct Program. As part of GTA's governance role described above, GTA may discuss with Customers the status of this MSA and the Supplier's general performance under the GTA Direct Program.

- (a) **Master Services Agreement**. This MSA sets forth terms and conditions between GTA and Supplier with respect to services that may be provided by the Supplier to Customers under the GTA Direct Program.
- (b) Customer Purchase Agreements. A Customer may purchase from Supplier the services described in <u>Exhibit 1A (Order Package (Customer Purchase Agreement. Catalog of Services. Service Levels. Pricing)</u>) through an agreement between such Customer and Supplier under this MSA (each, a "Customer Purchase Agreement"). <u>Exhibit 1A (Order Package (Customer Purchase Agreement. Catalog of Services. Service Levels.</u> <u>Pricing)</u>) may be updated or replaced by mutual written agreement of the Parties. For clarity, such changes will not impact any Customer Purchase Agreements then in effect (except to the extent the Customer and Supplier mutually agree to amend their agreement to implement any such changes).
- (c) A form of a Customer Purchase Agreement is set forth in <u>Exhibit 1 C (Form of Customer</u> <u>Purchase Agreement</u>). This is a standard agreement to be proposed by Supplier and approved by GTA. Each Customer Purchase Agreement will describe the particular services being purchased by the applicable Customer from Supplier, including corresponding service levels and pricing. Supplier is required to use only the current version of this Customer Purchase Agreement for new sales and may not supersede this

agreement with other terms and conditions. Supplier and Customers may negotiate changes to this agreement for specific sales transactions, but Supplier must obtain GTA approval for the changes.

- (d) Change Orders. After execution of a Customer Purchase Agreement, Supplier and the applicable Customer may add, remove or change services from those available under Exhibit 1A (Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels. Pricing)) to such agreement by executing a change order, the formof which will be provided by Supplier.
- (e) Customer Participation Acknowledgement; Customer Responsibility. As a precondition to the effectiveness of any Customer Purchase Agreement, Suppliershall obtain from the Customer and deliver to GTA an executed Customer Participation Acknowledgement in the form of Exhibit 1B (Customer Participation Acknowledgement Form) hereto (the "Customer Participation Acknowledgement"). Supplier agrees that the Customer executing a Customer Purchase Agreement shall be acting solely onits own behalf and that neither GTA nor any other entity, including any other Customer, shall be liable under or with respect to such Customer Purchase Agreement or any of the executing Customer's (or Supplier's) obligations inconnection therewith.
- (f) Supplier is required to comply with the provisions and requirements of O.C.G.A. § 50-5-64 *et* seq., as it may be amended from time to time.

#### 1.2 MSA Exhibits.

This MSA includes each of the following which are incorporated by this reference subject to Section 14.12.

(a) Exhibits.

Exhibit 1 – Customer Documents

Exhibit 1A – Order Package (Customer Purchase Agreement, Catalog of Services, Service Levels, Pricing)

Exhibit 1B – Customer Participation Acknowledgment Form

Exhibit 1C – Form of Customer Purchase Agreement

Exhibit 2 – E-Verify Affidavits

Exhibit 2A – E-Verify Affidavit – Supplier Exhibit 2B – E-Verify Affidavit - Subcontractor

Exhibit 3 - Additional Documents

Exhibit 3A – Definitions

Exhibit 3B – Statement of Work

Exhibit 3C – Pricing

Exhibit 3D – Statement of Work Explained Scope

Exhibit 3E – Customer Purchase Agreement

Exhibit 3F – Service Level Matrix

Exhibit 3G – Service Level Definitions

### 2. MSA Term and Termination.

#### 2.1 Term.

The term of this MSA shall begin on the Effective Date and shall expire June 30, 2024, unless earlier terminated by GTA in accordance with this MSA.

#### 2.2 Renewal.

No later than sixty (60) days prior to the end of the then current term, GTA may renew thisMSA by providing written notice to Supplier. GTA shall have four (4) such consecutive renewal options, each for up to twelve (12) months at GTA's sole discretion.

### 2.3 Termination by GTA for Cause.

GTA has the right to terminate this MSA for cause, in whole or in part, if:

- Supplier breaches or is in default of any material obligation of this MSA, which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after Supplier's receipt of notice of such default (or such additional cure period as GTA may authorize);
- (b) Supplier suspends or terminates its operation of business, becomes subject to any bankruptcy or insolvency proceeding under federal or state law, or becomes unable to pay its obligations as they accrue; or
- (c) (i) Supplier is debarred or suspended from performing services on any public contracts; (ii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason; (iii) Supplier fails to comply with confidentiality laws or provisions; or (iv) Supplier furnished any statement, representation or certification in connection with this MSA or any applicable biddingprocess which is materially false, deceptive, incorrect or incomplete.

### 2.4 Termination for Convenience.

GTA has the right to terminate this MSA for convenience upon thirty (30) days prior writtennotice to Supplier, at no cost or penalty to GTA.

### 2.5 Return of Property.

Upon termination of this MSA (or, if later, any applicable Customer Purchase Agreement), each Party shall cease using and promptly return to the other Party (or destroy) all papers, materials and other property of the other Party then in its possession and applicable to this MSA; provided, however, GTA shall be entitled to retain materials associated with any continuing Customer Purchase Agreement and appropriate archival materials associated with the GTA Direct Program, including materials related to Supplier.

#### 2.6 Effect of Termination.

No new Customer Purchase Agreement may be executed after the termination or expiration of this

MSA. However, the termination or expiration of this MSA shall not cause the termination or expiration of any Customer Purchase Agreement, which shall continue force and effect (and the provisions of this MSA will be deemed to remain in effect withrespect to such Customer Purchase Agreement) until such Customer Purchase Agreement terminates or expires in accordance with its terms; provided, however, that nonew Change Orders may be executed under such Customer Purchase Agreement unlessexpressly approved by GTA in writing. For the avoidance of doubt, unless GTA has stipulated that this MSA will terminate with respect to any outstanding Customer PurchaseAgreement, the Fee will remain due for any Customer Purchase Agreement that survives the termination or expiration of this MSA.

#### 3. Fee.

#### 3.1 General.

Supplier agrees to remit to GTA a quarterly fee as specified in this Section (the "**Fee**") for administrative services performed by GTA with respect to this MSA. Supplier further acknowledges that its charges under the Customer Purchase Agreements shall besufficient to compensate Supplier for its performance of the services and its obligation to pay the Fee to GTA. As such, Supplier has factored the Fee into its pricing for the Customer Purchase Agreements and shall not separately itemize, invoice or charge any Customer forpayment or reimbursement of all or any portion of the Fee.

### 3.2 Calculation and Payment of Fee.

The amount of the Fee shall equal two and one half percent (2.5%) of revenue sold through its contracts by Supplier to Customers under all Customer Purchase Agreements in the aggregate during the applicable calendar quarter (excluding sales taxes and adjusted forapplicable credits or refunds). Supplier must pay to GTA the Fee with respect to each calendar quarter on or before the last day of the month immediately following the end of such quarter (the "**Latest Fee Payment Date**"), as follows:

Calendar Quarter During Which Work Performed	Months	Latest Fee Payment Date
Quarter 1	January 1 – March 31	April 30
Quarter 2	April 1 – June 30	July 31
Quarter 3	July 1 – September 30	October 31
Quarter 4	October 1 – December 31	January 31

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receiptnot later than the Latest Fee Payment Date. Supplier must complete and submit the form authorizing electronic payment.

#### 3.3 Services Usage and Aggregate Charges Report.

(a) Supplier shall submit to GTA a report on the services usage and aggregate charges for each calendar quarter (the "**Services Usage and Aggregate Charges Report**").Services Usage and Aggregate Charges Reports must be delivered to GTA no later than the Latest Fee Payment Date. Each Services Usage and Aggregate Charges Report shall reflect, at a minimum, the following information for the applicable calendar quarter:

- (i) Supplier's name;
- (ii) MSA Contract Number;
- (iii) applicable calendar quarter to which the Services Usage and Aggregate Charges Report relates;
- (iv) listing of all Customer Purchase Agreements, by Customer name and Customer Purchase Agreement Effective Date; and
- (v) total dollar amounts invoiced to and received (and receivable) from Customers (excluding sales taxes and adjusted for applicable credits or refunds) under all Customer Purchase Agreements during such quarter (separately stated by Customer Purchase Agreement and including aggregate total for all Customer Purchase Agreements).
- (b) Supplier shall provide additional information in the Services Usage and AggregateCharges Reports, as reasonably requested by GTA (including in requested formats). In addition, Supplier shall promptly respond to GTA questions and requests for supplemental information associated with any Services Usage and Aggregate Charges Report and shall meet with GTA upon request to discuss the GTA Direct Program, including the services and Customers' satisfaction therewith, and issues, concerns and opportunities.

#### 4. Taxes.

Each Party is responsible for payment of any taxes imposed upon it in connection with orrelated to this MSA.

### 5. Confidential Information.

- (a) Each Party (as the "**disclosing Party**") acknowledges that, in connection with thisMSA, it may be necessary to disclose to the other Party certain information relatingto the disclosing Party or its business or operations (including that of its customersor other third parties with which it deals) which it maintains in a confidential manner, whether provided to the other Party in writing or otherwise, and which may includeanalyses, compilations, reports and other materials ("**Confidential Information**").Each Party agrees that it will not disclose, transfer, use, copy, or allow access to any such Confidential Information to any employees or to any third parties excepting those who have a need to know such Confidential Information in order to allow Supplier or GTA to perform its obligations or exercise its rights or receive the intended benefits under or related to this MSA, as the case may be, and who have executed a nondisclosure agreement or are otherwise bound to enforceable obligations, in each case consistent with the provisions hereof.
- (b) Neither Party will have any obligation of confidentiality with respect to information that: (i) is or becomes (through no improper action or inaction of the receiving Partyor any of its affiliates, agents, consultants or employees) generally available to thepublic; (ii) can be demonstrated by the receiving Party to have been in its possession or known by it prior to receipt under this MSA; (iii) is rightfully disclosed to the receiving Party by a third party

without restriction; (iv) is disclosed by the receiving Party with the written approval of the disclosing Party; (v) is developed independently by the receiving Party; or (vi) is obligated to be disclosed by applicable law, including order of a court of competent jurisdiction.

- (c) Notwithstanding the foregoing, GTA's obligations hereunder may be subject to the provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et* seq.), as it may be amended from time to time.
- (d) Promptly following written request of the disclosing Party, the receiving Party shallreturn or destroy the disclosing Party's specified Confidential Information and certify that it has done so.

#### 6. Indemnification and Infringement.

#### 6.1 Indemnification by Supplier.

At GTA's request, Supplier will, at Supplier's expense, indemnify, defend and hold harmless the State of Georgia, its agencies, departments, authorities and instrumentalities (including GTA), and their respective officers, directors, employees and agents (hereinafter collectively referred to as "Indemnitees"), from any and all demands, liabilities, losses, penalties, fines, fees, interest, awards, judgments, settlement payments, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of thetime spent by the Attorney General or other involved agency, office or party, as permittedherein) (collectively, "Losses") incurred in connection with any third party claim, suit or demand to the extent arising from or based on any of the following: (a) any breach of this MSA by Supplier; (b) Supplier's violation of any applicable law, rule or regulation; (c) Supplier's damage to or destruction of tangible or real property; (d) injury to personnel (including death) caused by Supplier; or (e) Supplier's services, deliverables or other obligations or materials provided under or related to any Customer Purchase Agreement, including any aspect of the engagement or employment by Supplier or its subcontractors of its or their personnel, or the termination of such employment or engagement (includingclaims related to non-payment of wages, discrimination/harassment, unemployment or workers' compensation benefits, employee benefits, and any other claims concerning theterms and conditions of employment under any federal, state or local law governing employment).

### 6.2 Indemnification Procedures.

(a) Notice. Promptly after receipt by an Indemnitee of notice of the commencement or threatened commencement of any action, proceeding or other claim by a third partyinvolving a claim in respect of which the Indemnitee may seek indemnification pursuant to the above, the Indemnitee will notify Supplier of such claim in writing and provide to Supplier all reasonably available information requested. No failure to so notify Supplier will relieve it of its obligations under this <u>Section 6 (Indemnification)</u> except to the extent that it can demonstrate damages or prejudice attributable to such failure. Within thirty (30) days following receipt of notice and such reasonably available information from the Indemnitee relating to any claim, but no later than ten (10) days before the date on which any response toa complaint or summons is due (the applicable period referred to herein as the "Notice Period"), Supplier will notify the Indemnitee in writing if Supplier assumes responsibility to indemnify, defend and hold harmless the Indemnitee and elects tobe involved in the defense and settlement of that claim (an "Notice of Election"). Supplier will be responsible for all Losses related to such claim if Supplier is obligated to indemnify the Indemnitee.

- (b) **Procedure Following Notice of Election**. If Supplier delivers a Notice of Electionrelating to any claim within the required Notice Period, Supplier will be involved in the defense and settlement of such claim; provided, however, that (1) the Indemniteewill be entitled to participate in the defense of such claim at its own expense and the Office of the Attorney General of the State of Georgia will represent and defend the Indemnitee, and (2) Supplier will obtain the prior written approval of the Indemnitee and the Georgia Attorney General before entering into any settlement of such claim or ceasing to defend against such claim.
- (c) **Procedure Where No Notice of Election Is Delivered**. If Supplier does not delivera Notice of Election relating to any claim within the required Notice Period or otherwise comply with its obligation to defend hereunder, the Indemnitee, represented by the Office of the Attorney General of the State of Georgia (or otherarrangement allowed by law), may proceed to defend the claim in such manner asit may reasonably deem appropriate, at the cost and expense of Supplier. Supplierwill promptly reimburse the Indemnitee for all applicable Losses related to such claim. In such case, the Indemnitee represented by the Attorney General of the State of Georgia (or other party as applicable) may settle any such claim without the consent of Supplier. If it is determined that Supplier failed to defend a claim for which it was liable, Supplier will not be entitled to challenge the amount of any settlement or compromise paid by the Indemnitee.
- (d) Supplier's obligation to indemnify any Indemnitee will survive the expiration or termination of this MSA by either Party for any reason.

## 6.3 Infringement by GTA.

In the event GTA infringes upon or misappropriates the intellectual property of Supplier with respect to any item used by Supplier to provide the Services or which is provided by Supplier to GTA under this MSA, GTA will, without limiting any other rights and remediesSupplier may have under this MSA, and at law or equity, be liable for any costs and expenses, including reasonable attorneys' fees, incurred by Supplier as a result of such infringement or misappropriation.

### 7. Independent Contractor; Contractor Personnel.

### 7.1 Independent Contractor.

In its relationships with GTA and the State of Georgia, and for all tax, liability and insurancepurposes, Supplier agrees that it is an independent contractor. Supplier shall have the soleright to manage, control and direct the method, manner and means by which its services are performed. Supplier shall be responsible for compliance with all applicable laws, rulesand regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Supplier nor any of its agents, servants, employees, subcontractors or suppliers shall become or be deemed to becomeagents, representatives, or employees of GTA or the State of Georgia. This MSA shall notbe construed so as to create a partnership or joint venture between Supplier and GTA or the State of Georgia. Supplier shall not hold itself out to be an employee or agent of GTAor use the name of GTA in its business in any way.

### 7.2 Trading with State Employees.

The Parties certify that this MSA does not and will not violate the provisions of Georgia's code of ethics and conflicts of interest statutes set forth in O.C.G.A. § 45-10-20, et seq., in any respect. Supplier agrees not to employ any individual whose employment would result in a violation of such law.

#### 7.3 Drug-Free Workplace.

- (a) Supplier represents, warrants and covenants that it has and shall maintain substance abuse policies, in each case in conformance with GTA rules and applicable laws, including O.C.G.A. § 50-24-1 et seq., and Supplier personnel shallbe subject to such policies.
- (b) Supplier will obtain from any subcontractor hired to perform services for this MSAthe following written certification: "As part of the subcontracting agreement with Supplier, (subcontractor's name) certifies to Supplier that a drug-free workplace will be provided for the subcontractor's employees during the performance of this agreement pursuant to paragraph seven (7) of subsection (b) of O.C.G.A. § 50-24-3." Supplier will provide GTA with a copy of each such certification as soon as practicable. Supplier may be suspended, terminated, or debarred if it is determined that Supplier has made false certification herein above or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3.

#### 8. Compliance with Laws.

- (a) Each Party shall perform its obligations under this MSA in accordance with all applicable federal, state and local laws, rules and regulations. Supplier shall obtainand maintain and shall cause its subcontractor to obtain and maintain all approvals, permissions, permits, professional licenses, and other documentation required to comply with all applicable laws, rules or regulations.
- (b) Supplier certifies that neither Supplier nor any of its subcontractors have been debarred, suspended or declared ineligible by any entities of the State of Georgiaor as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Supplier immediately shall notify GTA if Supplier or any of its subcontractors become debarred by the State of Georgia or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

#### 9. Non-exclusivity.

This MSA is entered into solely for the convenience of GTA and the State of Georgia, and in no way precludes GTA or the State of Georgia from obtaining or arranging like goods and services from other suppliers.

### 10. Vendor Lobbyist Certification.

Supplier hereby certifies that, as of the Effective Date, any lobbyist employed by Supplierto lobby within the State of Georgia has registered with the Georgia Government Transparency and Campaign Finance Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosureof Lobbyists Employed or Retained by Vendors to State Agencies"). This MSA may be declared void at GTA's sole discretion, if it is determined that Supplier has made false certification hereinabove or has violated such certification

by failure to carry out the requirements of such Executive Order or other applicable law.

#### 11. Immigration and Security.

Supplier hereby certifies that it complies with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90. The e-Verify Certificate form attached hereto as **Exhibit 2A (E- Verify Affidavit – Supplier)** shall be completed by Supplier and notarized, certifying compliancewith the foregoing as of the Effective Date, and thereafter at the request of GTA. Further, the e-Verify Certificate form attached hereto as **Exhibit 2B (E-Verify Affidavit – Subcontractor)** shall be completed by any subcontractors employed for delivery of services under this MSA or any Customer Purchase Agreement and notarized, certifying compliance with the foregoing as of the Effective Date, and thereafter at the request of GTA.

#### 12. Incorporation of Anti-BDS (Boycott, Divestment and Sanctions Campaign againstIsrael) Legislation.

Supplier certifies that Supplier is not currently engaged in, and agrees for the duration of this MSA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

#### 13. Limitation of Liability.

#### 13.1 Disclaimer of Certain Damages.

NEITHER SUPPLIER NOR GTA SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS MASTER SERVICES AGREEMENT.

### 13.2 Cap on Liability.

GTA'S LIABILITY TO SUPPLIER UNDER THIS AGREEMENT OR ANY STATEMENT OF WORK WILL NOT EXCEED THE AMOUNTS PAID OR TO BE PAID BY GTA TO SUPPLIER UNDER THE STATEMENT OF WORK AT ISSUE IN THE 12-MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY UNDER THIS MASTER SERVICES AGREEMENT EXCEED THE AMOUNT OF THE CHARGES PAID OR PAYABLE BY GTA DURING THE TWENTY FOUR (24) MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LIABILITY; PROVIDED THAT IF THE EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, THE AMOUNT SHALL BE CALCULATED AS THE AMOUNT ANTICIPATED TO BE PAID BY GTA DURING THE FIRST TWENTY FOUR (24) MONTHS AFTER THE EFFECTIVE DATE OF THIS MASTER SERVICES AGREEMENT, OR TWENTY FOUR (24) TIMES THE AVERAGE MONTHLY CHARGES THUS FAR, WHICHEVER IS MORE.

#### 13.3 Exclusions and Stipulations Relative to Section 13.2 as it Pertains to Supplier.

THE PROVISIONS ABOVE IN THIS SECTION 13 SHALL NOT APPLY TO: (A) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL OR INTENTIONAL MISCONDUCT; (B) LOSSES

ARISING FROM SUPPLIER'S BREACH OF SECTION 5 (CONFIDENTIAL INFORMATION); OR (C) LOSSES ARISING OUT OF SUPPLIER'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE. FURTHER, TO THE EXTENT THAT A CUSTOMER PURCHASE AGREEMENT CONTAINS REIMBURSEMENT OR INDEMNIFICATION OBLIGATIONS RELATED TO A SUPPLIER'S BREACH OF ITS DATA SECURITY OR DATA PRIVACY OBLIGATIONS, SUCH REIMBURSEMENTS SHALL BE DEEMED TO BE DIRECT DAMAGES AND NOT ANY OF THE TYPES OF DAMAGES DESCRIBED UNDER SECTION 13.1 ABOVE AND SHALL NOT BE GOVERNED BY THE LIABILITY CAP UNDER SECTION 13.2 ABOVE

#### 14. Miscellaneous.

#### 14.1 Assignment and Delegation.

Unless GTA gives its prior written consent (such consent not to be unreasonably withheld), Supplier shall not assign any of its rights or delegate the performance of any of its duties under this MSA, regardless of whether such assignment or delegation is voluntary or involuntary, and whether it is by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment or delegation by Supplier without such consentshall be null and void.

#### 14.2 Amendments.

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this MSA to provide for the orderly implementation of all undertakings described herein, and the Parties agree to cooperate in good faith in connection with such amendments if and as necessary; provided, however, no change or modification or otheramendment to this MSA shall be valid unless the same is reduced to writing and signed by both Parties.

#### 14.3 Headings.

The headings in this MSA have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this MSA.

#### 14.4 Waiver.

The Parties may waive a provision of this MSA only by a writing executed by the Party orParties against which the waiver is sought to be enforced. No failure or delay in exercisingany right or remedy, or in requiring the satisfaction of any condition under this MSA, and no act, omission or course of dealing between the Parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing of a right under or provision of this MSA on one occasion shall be effective only for that instance and occasionand only for the purpose stated and a waiver once given is not to be construed as a waiveron any future occasion or against any other Party except as expressly provided in the applicable writing executed by the Party against which enforcement is sought.

### 14.5 Severability.

All provisions of this MSA are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. All provisions of this MSA will be construed in such a manner as to carry out the fullest intention of the Parties as is enforceable and valid.

#### 14.6 Remedies.

No remedies or rights herein conferred upon the Parties are intended to be exclusive of any remedy or right provided by law or in equity, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

#### 14.7 Publicity.

Supplier shall not release without GTA's prior written approval any publicity regarding thisMSA, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Supplier, identifying the State of Georgia or GTA; however, Supplier may reference this MSA in proposals for other contracts, subject to reasonable confidentiality restrictions, without GTA's prior approval.

#### 14.8 Applicable Law and Venue.

The laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles, govern all matters arising out of or relating to this MSA and the transactions it contemplates, including its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this MSA shall be brought in the Superior Court of Fulton County, Georgia.

#### 14.9 No Liens.

Supplier will not file, or by its action or inaction permit, any liens to be filed on or against property (including realty) of GTA. In the event that any such liens shall arise as a result of Supplier's action or inaction, Supplier shall promptly obtain a bond or otherwise undertaketo fully and promptly satisfy such liens and remove or have such liens removed at its solecost and expense within no more than ten (10) business days of such lien arising. If Supplier fails to so satisfy and have removed any such lien, GTA may, in its sole discretion, pay the amount of such lien and deduct such amounts from payments due to Supplier or, ifno further payments are due, promptly recover such amount from Supplier.

#### 14.10 Notice.

Any notice required or permitted under this MSA shall be in writing sent to the addresseelisted below, and will be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet). Each Party may change its addressee information by notice pursuantto this provision.

To GTA	To Supplier
Georgia Technology Authority	Verint Americas Inc.
47 Trinity Avenue	800 North Point Pkwy, Alpharetta, GA 30005
Atlanta, GA 30334-9006	
Attn: Contract Management	Attn: Legal
Telephone: (404) 463-2300	
Fax: (404) 651-5333	christopher.goolsbee@verint.com
Email: Contracts@gta.ga.gov	

#### 14.11 Counterparts.

The Parties may execute this MSA in multiple counterparts, each of which constitutes anoriginal, and all of which, collectively, constitute only one agreement. The signatures of both Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this MSA in the presence of the other Party. No Party shall be bound by this MSA until all Parties have executed it.

### 14.12 Order of Precedence.

In the event of any conflict or inconsistency among the terms of the various documents that collectively comprise this MSA, then to the maximum extent that the conflicting or inconsistent terms can reasonably be interpreted so that such terms are consistent with and supplemental to one another and do not conflict with each other, such consistent, non-conflicting and supplemental interpretation shall prevail, in a manner that gives effect to allof such terms. Subject to the foregoing, any conflict or inconsistency in this MSA shall beresolved by giving precedence in the following order: (a) this MSA, excluding its Exhibits;

(b) the Exhibits to this MSA (including **Exhibit 1C (Form of Customer Purchase Agreement)** and (c) the Request for Proposal and response materials.

#### 14.13 Entire Agreement.

This MSA constitutes the final and complete agreement between the Parties as of the Effective Date, and is the complete and exclusive expression of the Parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written. The provisions of this MSA may not be explained, supplemented or qualified through evidenceof trade usage or a prior course of dealings. In entering into this MSA, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this MSA and the exhibits incorporated herein. There are no conditions precedent to the effectiveness of this MSA, other than those expressly stated herein.

#### 14.14 Survival.

Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA shall survive any termination or expiration and continue in full force and effect. Additionally, all provisions of this MSA shall survive expiration or termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed therein.

### 14.15 Interpretation.

Unless the context requires otherwise, (a) "*including*" (and any of its derivative forms) means including but not limited to, (b) "*may*" means has the right, but not the obligation todo something, and "*may not*" means does not have the right to do something, and (c) "*will*" and "*shall*" are expressions of command, not merely expressions of future intent orexpectation.

#### 14.16 Further Assurances.

The Parties agree that they will execute and deliver such other instruments and documents, and take such other actions, as the other Party may reasonably request to evidence or effect the transactions contemplated by this MSA.

### 14.17 Protection of State Equipment.

A vital component of GTA's mission is ensuring that any equipment or services procured and/or offered by GTA adequately protects the security of governmental/public sector data. GTA has previously relied on the John McCain National Defense Authorization Act,

H.R. 5515 (https://www.congress.gov/bill/115th-congress/house-bill/5515/text#toc-H4350A53097BD46409287451A50C4F397), which provided that agencies of the federal government are prohibited from procuring equipment or services from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).For similar reasons, GTA determined that suppliers utilizing equipment or services provided by these entities would be excluded from GTA contracts. At the present time, prospective suppliers are advised not to use Huawei or ZTE as components or sub- components in any of their offered technical solutions/Catalogs. Lack of adherence mayresult in a range of actions available to GTA, up to and including disqualification/contractcancellation.

[Signatures begin on next page]

**IN WITNESS WHEREOF,** each Party has caused its authorized representative to execute this MSA as of the Effective Date.

GEORGIA TECHNOLOGY AUTHORITY	
ByBy	ву: William D Shriver
Chris McClendon Name:	William D Shriver Name:
Title:	Title: VP Financial Planning & Ops
3/4/2022 Date:	3/2/2022 Date:

— DocuSigned by: *Christopher Goolslee* — A4770194A42D4A6... Contracts Manager

## EXHIBIT 1 - CUSTOMER DOCUMENTS

### 2.0 Core Contact Center Services

## 2.1 Hosted Services

The Service provider's solution addresses the requirements in this section with the following:

As a partner of the State of Georgia since 2014 combined with our domain knowledge of existing environments we are confident in the solutions, integrations and Verint's ability to meet or exceed current and future demands of the agencies. The Verint hosted Customer Interaction Platform is a comprehensive, scalable, and feature-rich SaaS platformfor operating small, medium, and large-scale contact center environments.

Verint allows its customers to rapidly scale up or scale down based on the need of the agency, or enterprise. Verintworks closely with its customers to understand the scalability requirements, seasonal adjustments, and potential emergency scenarios, to provide a flexible and affordable solution.

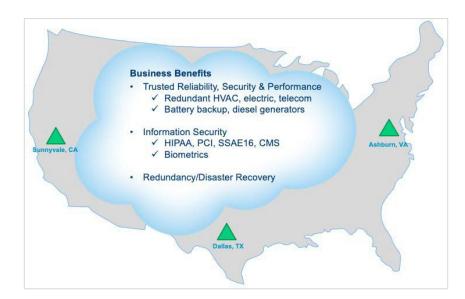
The Verint platform is a multi-tenant platform. Customers can easily segment or share agents and program data, based on the needs and business processes inherent in each agency operational model.

The Verint platform is fully redundant. In addition to the inherent redundancy of the platform, Verint maintainsmirrored data centers in Ashburn, VA and Dallas, TX for business continuity and disaster recovery purposes.

Verint supports VoIP (SIP) and TDM communications. The Verint platform is a native SIP platform, but easily accommodates TDM services via carrier-grade TDM gateways located in each of its data centers. Verint solution is compatible with both hard and soft phones. The agency can select either hard or softphone deployments. The Verint softphone is a small Windows, Macintosh or Linux application that requires little desktop overhead. Once logged on to the softphone, the softphone stays minimized and does not take up any desktop real-estate.

Verint can support any 10-digit Direct Inward Dialing (DID) or Toll-Free Numbers (TFNs)

Verint is headquartered in Melville, NY but Verint has several offices all over the USA including Alpharetta, Georgia. The data centers are in Ashburn, VA, Dallas, TX & Sunnyvale, CA. Most Verint support staff members are also located in Georgia. All Verint support staff members are based in the USA.



Verint supports HCC seats in either traditional contact center locations or remote teleworkers. Verint can extend the same functionality to each worker, the only requirement is broadband IP connectivity.

Verint encourages its customers to execute their own administrative functions. Moves, Adds, and Changes (MAC) work work that can be completed by trained customer staff, or the Verint service desk. No additional charge is applied for customers who wish to maintain their own administrative teams to execute MAC work.

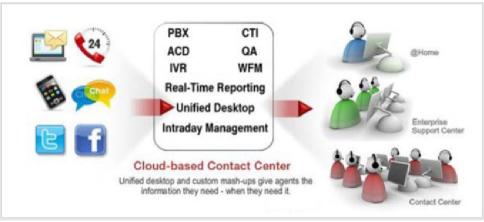
Verint provides the capability to disposition calls inherently within a browser desktop, or via API integration to the agency's existing CRM or other customer applications.

Verint employs an implementation methodology that integrates agency designees into the long-term support plan. This allows close integration of agency support infrastructures to the Verint support team to streamline support of desktop systems.

# 2.2 Automatic Call Distribution

The Service provider's solution addresses the requirements in this section with the following:

The Verint platform offers comprehensive contact routing including queue-based, skill-based, role-based, cost-based, and custom routing parameter definitions. Because the Verint ACD solution is based on an application environment, it is not limited by traditional ACD routing restrictions. Features like multi-channel routing, basic and advanced call routing, skills-based routing, web-based click-to-call, virtual queuing, web, or queue-based callbacks/virtual hold are easily implemented through the Verint solution, and those features are included at no additional charge.



Cloud-Based Contact Center

The Verint platform includes a comprehensive IVR & ACD solution. The ACD solution is built on top of the Verint routing engine that delivers an omni-channel customer interaction environment. Supported channel includes voice (inbound/outbound IVR), Chat, BOTS, SMS, email, web-forms, virtual agents, social media, fax, and more.

Verint provides the option to all its customers to do their own moves, adds and changes (MAC) work including adding and removing users, modifying queues (gate open/close), and adjusting time of day routing. Verint supports GTA requested features like adjustable wrap times, forced calls to agents, customizable agent whisper features, and adding unlimited not ready (AUX) and available codes in real-time.

Verint is extremely flexible in its ability to create effective call/email/chat delivery models, being able to adapt its routing strategy to customer requirements rather than force customers to adopt a limited routing strategy. For example, Verint customers regularly employ pooled agent queues that may span across widely deployed geographically diverse contact centers, and @Home agents/remote worker populations.

Verint has an auto-accept feature that can force calls to agents without them having to signal to receive a call. This feature can be applied to multiple channels and is fully configurable (can be turned on/off). Verint customers have full control over updating the gate hours.

Verint solution can notify via email when an agent is removed or added to a queue. Verint can not only scale upwards to allow for call spikes, but it can also allow the agencies to set call thresholds at the application and skillset level. Verint allows supervisors to log out ("Kick") agents via the supervisor dashboard.



Supervisor Dashboard

Verint has existing integrations to leading CRM systems such as RightNow Technologies, Salesforce.com, and social networking systems. Verint also has existing integrations to GA Gateway IES, GTA Web methods, and SHINES. The Verintplatform is unique among Cloud-based ACD offerings because it comes bundled with its open integration toolkit, which can consume web services and APIs directly, streamlining the integration process to off-the-shelf and inhouse CRM tools.

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CRM Integration

# 2.3 Auto-Attendant and Integrated Voice Response

The Service provider's solution addresses the requirements in this section with the following:

Verint Voice Self-Service IVR platform creates a better, more engaging customer experience in the voice channel that can grow smarter as customer demands evolve. Our cloud-based, conversational IVR is powered by an advanced engagement engine and backed by a continuous improvement team that improves its performance and efficiency over time. The IVR platform leverages Verint's Automatic Speech Recognition (ASR) that is deployed across several Verint products with capabilities to understand voice inputs in over 60 languages. TTS is also native to the platform and used when pre-recorded voice files are not appropriate for the voice response (dynamic values such as balances). And best of all, Verint Voice Self-Service works nicely with other Verint Customer Engagement Solutions. That makes it easy to share intelligence real-time across your enterprise and gain valuable insight for delivering better service, building stronger relationships, and driving better, more efficient outcomes.

Verint provides a fully configurable callback/virtual hold solution. This solution offers a callback option to the callers, it retains the caller's position in queue, and calls the caller as soon as an agent gets available. Verint clients to turn on/offthe virtual hold in real-time. In addition to this, the clients can set virtual hold thresholds on individual queues/skill sets and agent availability.

Verint Voice Self-Service is offered as a fully managed, high-availability cloud-based service. To ensure peak performance and off-load work from you, our experts manage the solution lifecycle from design and deployment to management, tuning, analytics, and performance optimization.

Verint's platform uses APIs to create connections with external systems including customer relationship management (CRM), human resources, accounting, and other systems/databases with accessible API endpoints.

Verint uses an industry-leading professional recording company to record all system and application prompts. The Professional Services team will offer up sample voices for evaluation and approval by the client prior to having the IVR prompts professionally recorded. Likewise, if the customer has a preferred voice, Verint can work with that talent for the voice recordings. All IVR prompts as well as "system prompts" (numbers, common words and phrases) will be recorded utilizing the same voice. Likewise, temporary messages are preferably recorded in the same voice.

Every Verint IVR is built such that it can be securely administered through a web portal management tool. Verint employs role-based controls so viewing and changing system behavior can be restricted to specific logins and passwords. Verint provides a tool to manage application configuration parameters and affect features and functionality in real-time, including recording and uploading temporary messages at strategic points in the call flow. Additionally, at design time, specific spots for temporary logic can be setup with the logic predefined and activatable via configuration parameters; also managed via the portal. This approach allows government agencies to add temporary messages or change logic when notable events occur (i.e., program changes, call center closings, natural disasters, etc.) to include rerouting calls to alternate call-centers due to emergency conditions

Additionally, Verint IVRs maintain in their configuration the active call-center hours, and only allow transfers during those set hours. If a call requires escalation outside of the available hours, the IVR will play closed messaging with information on when the caller should callback. These hours are maintained by a call-center, and even to the skillset ifappropriate, and they can be modified in real-time via the same web administration portal. So, if emergent conditions arise requiring a call-center to close, the hours can be changed immediately via an authorized user.

For complex changes to applications, the project team led by the Project Manager employs a comprehensive task management and tracking system. All new functionality and changes are tracked by application, by release. Test procedures are documented, and peer-reviews of software are performed to ensure company standards and best practices are applied. After final testing, all changes are reviewed and tested and approved by the client prior to being approved for deployment.

Verint customers have access to our United States-based Client Help Desk which provides a dedicated team of internal resources to respond to requests for application support. This team will be responsible for documenting, escalating (as required), resolving, confirming a satisfactory resolution, and closing all support requests. Our Engineer on Call (EOC) provides 24 x 7 x 365 support via a centralized number. The EOC is available for service-impacting issues outside of normal business hours. Both the Client Help Desk and the EOC have access to all Verint resources, including the project manager, and will escalate as necessary to resolve the issue.

# 2.4 Reporting & Analytics

The Service provider's solution addresses the requirements in this section with the following:

Verint has one of the most powerful reporting engines in the industry. It provides visibility into all the KPIs and key data elements in real-time. There are a couple of real-time dashboards available to Verint customers –

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IVR real-time dashboard and ACD real-time dashboard. The IVR dashboard provides metrics around selfservice, containment rates, caller intents, transfer rates, etc.



Real Time Dashboard

The ACD real-time dashboard provides key data elements around calls, emails, SMS, etc. in queue, available agents, estimated wait times, average handle time, etc.



Reporting Suite

Verint can drive web-based dashboards, traditional contact center wall boards, provide ad-hoc reporting, and scheduled reporting delivered in many different formats. Reporting is available for all channels, inbound/outbound calls, voicemail, email, chat, Web-forms etc. Verint customers have unparalleled access to their data models, providing the ability to slice and dice the data to create relevant reporting, not limiting use to preconfigured reports.

All reporting is cloud-based, and all under agency control. Verint allows the agents to view their individual call VNT and GTA Master Services Agreement for GTA Direct Services Page 24 of 82

metrics on their agent desktop. Verint also allows its customers to define their own SLAs for each queue/skillset, in fact most of the reporting metrics are configurable as the customer requirements.

Verint has the feature for supervisors to send one-way notifications to agents. Supervisors can also initiate a two-way chat with the agent.

There are several queues, skillset, disposition, and agent reports that Verint provides including the agent call flow reports that have the details of the call flow and the interaction with the caller. The reports can be exported in multipleformats such as excel, csv, text file, pdf, etc.

Verint works with its clients and conforms to the data retention policy required by the client. Verint can store the datafor the clients for as long as they require. In most cases, clients are also provided direct access to historical data.

# 2.5 Call Recording & Basic Quality Management

The Service provider's solution addresses the requirements in this section with the following:

#### 2.5.1 Call Recording

Verint Offers two options for call recording:

#### **Basic Call Recording**

Includes voice and chat recordings for all inbound and outbound queues. Verint customers can configure the percentage of calls to be recorded - from 1% to 100% recording. Calls can be listened to online or exported and handled outside the platform. The basic option is included in the base platform and provides a web-based interface for searching, retrieving, and playing call recordings. The call recordings can also be downloaded from the web interface.

In addition to this, Verint allows supervisors to listen-in to any call, coach the agents in real-time, barge-in, or steal the call from the agent.

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Basic Call Recording Interface

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#### Advanced Call Recording

Verint Advanced call & screen recording is a powerful solution for capturing Audio, video, and text communications across multiple channels, including PBX, VoIP, radio systems, chat, digital collaboration, email, mobile voice, SMS, and face-to-face — all on a single recorder. Its unified, easy-to-use functionality can help your organization enhance performance and respond more effectively to citizen needs by:

- Bringing interactions and associated digital data captured across multiple devices, channels, and sites togetherseamlessly in a single solution for rapid response, analysis, investigation, and reporting.
- Protecting captured interactions from unauthorized access and tampering.
- Centralizing system administration and user management across the organization for improved efficiency

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Advanced Call Recoding

### 2.5.2 Customer Surveys

Verint delivers automatically generated post-interaction customer satisfaction surveys via multiple channels such as phone, email, chat, SMS, etc. Phone interaction surveys are delivered by an IVR interaction following a completed call. Phone interaction surveys can also be delivered via SMS. Surveys following Chat interactions are delivered by an automated Chat script. Email and web interactions are followed up with email survey. Responses are scored and correlated with call recordings or records of chat, email, or web interactions supporting better decisions, analytics, reporting, operations quality processes, and improved customer satisfaction.

# 2.6 Network & Transport

The Service provider's solution addresses the requirements in this section with the following:

### 2.6.1 Toll-Free service requirements

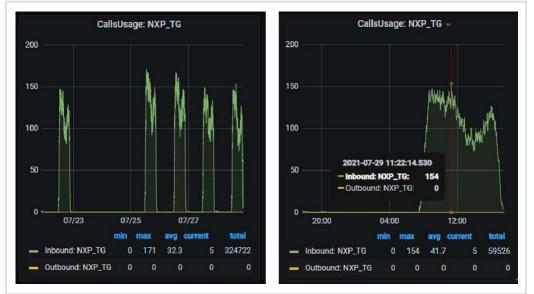
Verint has relationships with all major US telecom carriers and in-house engineers that specialize in provisioning toll-free services and configuring route plans and services tailored to the customer needs. Management of the toll-free routing is a fully managed component of the Verint service and actively managed to ensure maximized availability. Typically, this component is billed to clients per minute of usage as billed to Verint from the carrier.

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## 2.6.2 Trunking Requirements

Verint uses Grafana volume reporting tools (which utilize erlang calculations) to actively monitor activity and usage across all circuits both in real-time as well as historically. Using online tools as shown below, Verint will monitor steady state usage as well as spikes, and be able to react, as necessary. Alerts are utilized to alarm if the 80% threshold is reached to trigger active management such as re-allocating volume or adding capacity. This trunk group analysis allows us to determine trends and stay ahead of growing call volumes. If the predictive analysis determines more capacity should be allocated (going above 80% utilization on a circuit, for example), then we will re-allocate traffic and / or orderadditional capacity.

This same reporting can be provided to GTA in the form of weekly, monthly, or quarterly assessments as desired.



Call Volume: Weekly (left), Last 7 Days (right)

Having the ability to track and trend traffic in both real time and historically over time is invaluable to our approach, as we can take call data, input it into the calculator, and determine bandwidth easily.

Volume utilization is monitored by endpoints so that increased utilization to one call-center is managed individually and there is no risk to the usage allocation to other individual endpoints.

Verint supports TDM or VoIP/SIP with all the major carriers for trunking and call-center connectivity so that the optimal performance/price environment can be provided for each call-center integration.

## 2.6.3 Data network requirements

Verint has extensive experience creating end-to-end data connections for contact centers using a wide variety of data transfer protocols, including TDM and/or VoIP. Verint will work with the agency to identify the optimal connectivity architectures based on availability, cost, and considering the ability to leverage existing State protected networks.

All data circuits between Verint and the agencies will be monitored actively by the Verint 24x7 NOC staff to ensure network availability, quality, and performance. As described in 2.6.2 above, this includes tools that visually monitor and report on bandwidth and quality aspects with alerting enabled should thresholds be

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exceeded.

## 2.6.4 VPN / Security for Transport

As part of the managed service, Verint will set up VPN for secure data transfer from the Verint platform to the required agency call center and data center facilities.

Verint allows multiple network connectivity options. In the case that the State elects to provide access to existing State protected networks for service delivery, Verint proposes connecting to the State network at a peer point via private Network (MPLS) via one its available carriers (ATT, CenturyLink, Verizon, Intelepeer, etc.). In the event this option is unavailable, Verint recommends MPLS private network connectivity for call centers. As a third-tier connectivity method, Verint allows Internet connectivity to access the servicing platform. Internet-based connectivity must be executed through IPsec VPN methods.

Verint also recommends internet-based backup as a low-cost business continuity option to private network (MPLS) connectivity.

For @home agents/remote teleworkers, Verint provides the ability to connect to the Verint platform via SSL VPN. (Cisco AnyConnect).

Verint has extensive experience in managing secure network connectivity for customer interaction service delivery and will meet or exceed all State requirements.

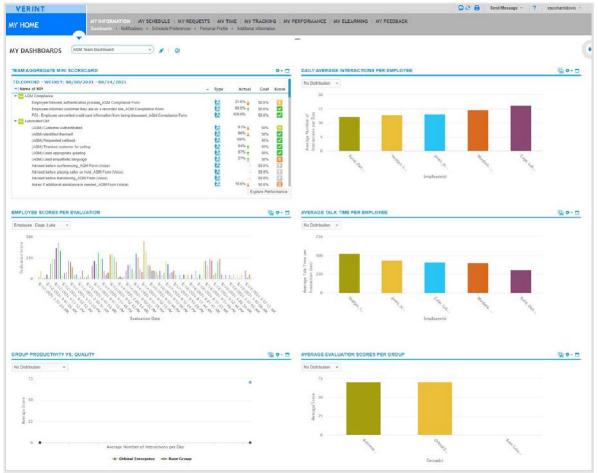
## 3.0 Enhanced Contact Center Services

# 3.1 Enhanced Quality Management

The Service provider's solution addresses the requirements in this section with the following:

Verint® Quality Management<sup>™</sup> can help your contact center make the transition to omnichannel customer engagement. With this proven solution, you can efficiently select and evaluate large numbers of interactions across communication channels based on business relevance, employee and/or bot performance, and customer input. It is a practical way to gain insight that would be difficult to achieve by randomly sampling small numbers of interactions and evaluating them against inwardly focused metrics and processes.

With Verint Quality Management, you can evaluate all the attributes of a customer interaction, including voice conversations and associated screen data, text-based interactions (such as chat and email), and video, right from a single screen. The solution's omnichannel interaction player provides personalized access to speaker-separated audio waveforms, interaction tags, annotations, screen recording, applications used by employees, and employee profile information.

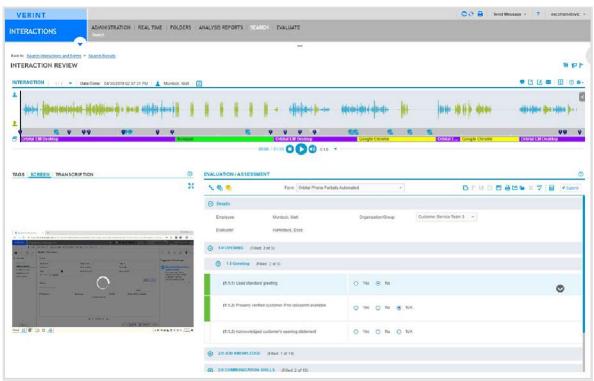


Quality Management Dashboard

VNT and GTA

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You can easily review interactions and activities conducted on or off the phone, without the need to toggle among multiple screens to complete evaluations. The solution's intuitive, customizable interface allows you to arrange your workspace to meet your individual needs and preferences.



QM Unified Playback Interface

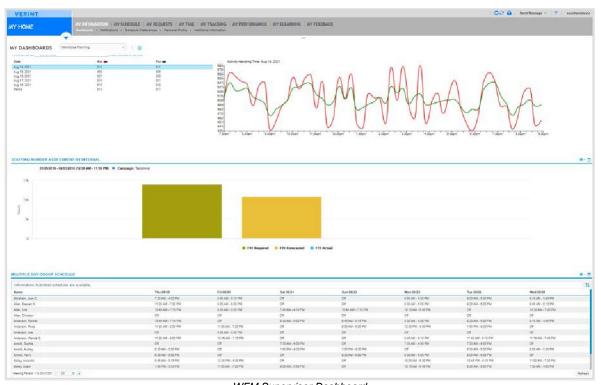
# 3.2 Enhanced Workforce Management

The Service provider's solution addresses the requirements in this section with the following:

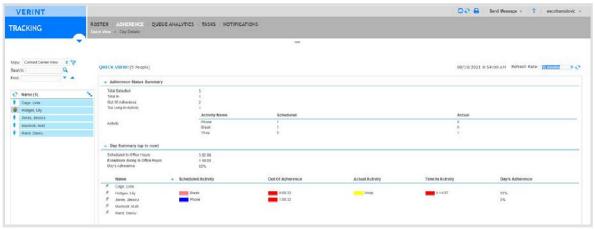
This innovative offering combines the powerful functionality of Verint Workforce Management<sup>™</sup> with a standard set of configurations, packaged services, and eLearning and remote training courses to get you up and running quickly. Verint experts install and configure the solution for you in the Verint cloud, so your team can start forecasting and scheduling your workforce in a matter of weeks, not months.

With Verint Workforce Management Cloud, you get a full-featured deployment of our proven workforce management offering. This modern, industry-leading solution meets the flexible requirements of today's employees with practical, staff-pleasing features, such as mobile capabilities for employees to view and adjust schedules on the go. It can help you realize greater operational savings by being able to attract and retain the talented workforce you need, regardless of where they are located.

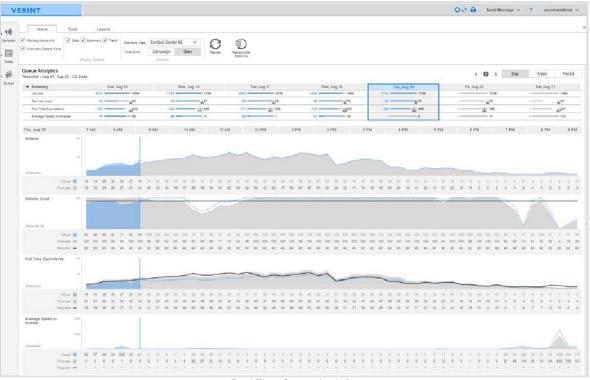
Some organizations have reduced agent attrition by as much as seven percent using Verint Workforce Management. It is a smart solution that can free your agents and your business from the constraints of a geographically centralized contactcenter. You can put the right people in place at the right time while leveraging and expanding their skills across channels.



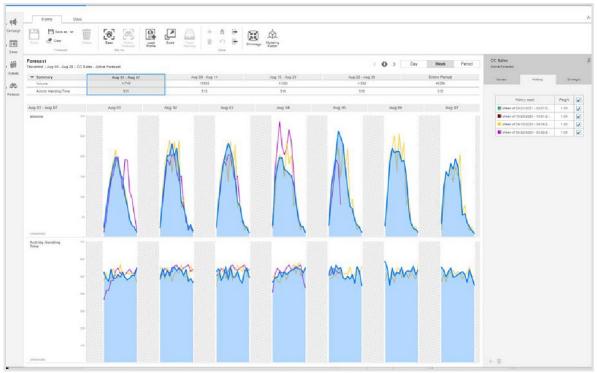
WFM Supervisor Dashboard



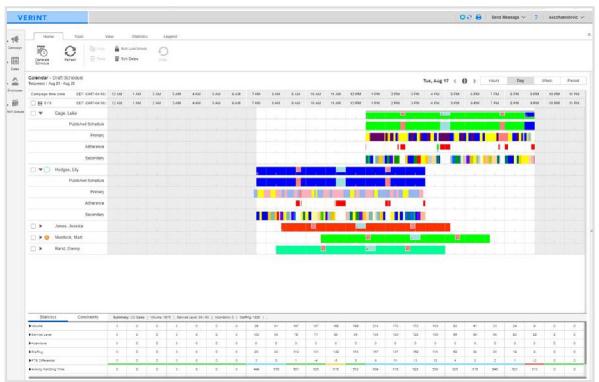
Real Time Adherence Interface



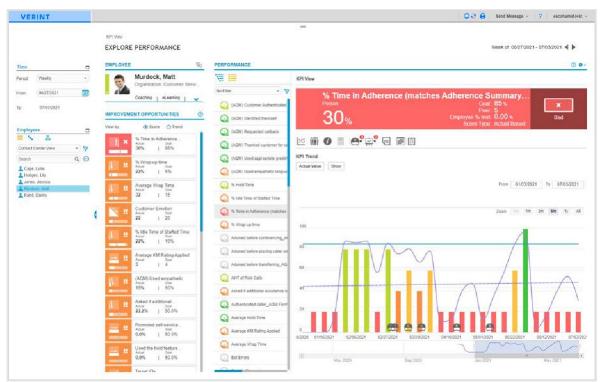
#### Real Time Queue Analytics



Long Term Forecast



Real Time Calendar Interface



Performance Management Scorecard View

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# 3.3 *Customer Relationship Management (CRM)*

The Service provider's solution addresses the requirements in this section with the following:

Verint has expertise implementing and integrating the following enterprise-class CRM products:

- Oracle CX (RightNow)
- Oracle CRM On-Demand
- Salesforce.com
- NetSuite
- Zendesk
- Siebel

All the software products listed above are available as Software-as-a-Service (SaaS), and they can easily integrate into a robust software environment by utilizing several standard integration techniques: Web Services, SOAP, Restful, XML, PHP, SQL, Java, and .NET.

The Service Provider has integrated the Oracle CX (RightNow) CRM into the Connect for Health Colorado software environment which includes the following integration touchpoints:

- ACD / CTI / IVR Systems (Telephony)
- Oracle CX
- Oracle CX Agent Desktop
- Oracle CX Customer Portal
- Document Management Systems
- OnBase
- Oracle Enterprise Service Bus
- Enterprise Data Warehouse

Using the integration techniques listed above (Web Services, SOAP, RESTful, XML, PHP, SQL, Java, and .NET.) providing the following functionality:

- Applicants record core data is synchronized and stored in real time to the Oracle CX contact database.
- Ancillary applicants record data is displayed in the Oracle CX Agent Desktop.
- Outbound E-mails sent to the customer are sent to onBase Document Management for unified record storage.
- Enrollment Records are synchronized on a periodic basis to the Oracle CX system so that postenrollmentsurveys can be sent automatically from the CRM.
- E-mails from selected Microsoft Exchange e -mail addresses are integrated into the Oracle CX system anddropped into Service Center work queues.
- Massive data tables are synchronized daily to the Enterprise Data Warehouse to enable cross-system reporting.

Verint can assist agencies in migrating from an existing CRM platform to a new CRM. Typically, data migration isperformed using ETL (Extract-Transform-Load) best practices:

- Extract
  - Data would be reviewed, and some data would be chosen for migration
  - Primary and secondary keys would be identified for data that has multiple join relationships
  - The data would be extracted into flattened data files, and primary and second join keys would be included in the extract
- Transform
  - Using the data above, are levant data mode I would be built in the CRM system.
  - The data sets described above would likely need to be changed to match the nuances of the relevant data model
  - After the alterations above, a set of transformed data model files would be produced
- Load
  - Using Web Services, the transformed data model files would be pushed into the relevant data model in the new CRM system.
  - Primary and Secondary join keys would be identified, and cross-table joins would be performed in the system natively.
  - After the load, selected fields would be indexed in an indexing table to improve search and reportingperformance

## 4.0 Transition Requirements

# 4.1 Setup & Transition

The Service provider's solution addresses the requirements in this section with the following:

The Verint team has extensive experience in successful transitions of call center services from previous vendors as well as establishing new programs. Given the mission critical nature of state agencies, Verint's domain knowledge amassed over the last 7 years helps to mitigate risks into the future. Upon award of the contract with new agencies/departments, Verint will immediately begin work on a Project Management Plan. Our Project Plan is a baseline that will guide the entire project.

Verint will assign a technical project manager to work with the relevant entities to successfully deliver hosted contact center services pursuant to our service delivery methodology. Throughout the project life cycle, the plan and its supporting documents will be updated to reflect changes and decisions made and will be resubmitted to customer agencies for approval at appropriate points. Our team will work closely with the State to discuss and develop necessary project plan updates. Effective communication between our program manager, State program representative, and otherkey personnel in both organizations is critical to the continued success of the project.

Verint will provide setup and transition services to install, manage and maintain its hosted contact center service in each area as required by the State:

- Within 7 days we will identify to the State a certified project manager to work with the relevant entities to successfully deliver hosted contact center services pursuant to our service de livery methodology.
- All contact center functionality including, but not limited to, all call, auto-attendant, and IVR scripting, call flows, message announcements, telephone instruments and softphone capability including proper setup to accept skills-based routing, default routing, trunk-to-trunk routing, take –back-and-transfer, transfers, all queues, external route points, and DNIS numbers.
- All computers and connectivity to required State websites and databases.
- Supervisor workstations installed with Verint provided software.
- Setup skills-based routing including skill levels of CSRs. This will require that Verint interface with the appropriate State resources.
- Develop and implement a plan to transition in-scope access numbers including toll- and toll-free services, and any other specified numbers from the agency's current service provider.
- Work with the telecommunications vendor or appropriate State resource to provide items such as IP Addresses for the installation of MPLS circuits over the private IP network, MPLS circuits, routers, and modems to facilitate connectivity.
- Provide access through Verint Firewalls for the purposes of trouble re solution and testing call routing strategies.
- Connect all circuits to premise equipment. Work with appropriate vendors or internal resources to test and turn-up circuits.
- Work with the telecom vendors and the State to perform failover testing of the vendor installed MPLS circuits, routers, etc. Part of this effort includes a documented disaster recovery procedure.
- Perform User Acceptance Testing of all hardware, software, IVRs, and circuits installed for the implementation of this contract.
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• Ensure that all logs are immediately available for review and trouble shooting.

- Install and test CTI and Softphone trans fer technology and capability.
- Provide All CTI integration required.
- Install and test recording solution.
- Install and test WFM solution
- Ensure connectivity to all State services
- Develop, implement, and maintain call routing procedures defining how calls are received and allocated acrossmultiple centers, and within contact centers, how calls are distributed to queues, how numbers are managed, how agents are skilled, as well as change control procedures for these parameters.
- Final user acceptance testing and delivery of plan for production life cycle management.

Once the contract is awarded, the Project Manager will schedule launch status calls which will thoroughly walk througheach step of the detailed project plan and timeline to be discussed both internally and with the appropriate agency resources. Each step will be updated to indicate if it is on time or delayed, along with the assigned owner. For any step that is determined to be delayed - mitigation and escalations will be identified and tracked. Identification will also be determined if the step is critical or non-critical to the launch start date.

Our goal is to offer service execution that is on time, error free and within budget. During the implementation process that will span ~90 days, all parts of the project are reviewed with key team members from each discipline within Verint and the agency's team on no less than weekly basis. The launch and transition to the final Verint operations and supportteams is handled so that there is no communication disconnect. The proactive steps that we take to diminish transition problems are:

- Understand all agency requirements at the outset of the relationship
- Spend time in the agency's environment
- Communicate often and effectively
- Be an effective partner

#### 5.0 Training and Support

#### 5.1 *Training*

Verint, as a partner in GTA's success, is committed to the highest quality of service, best practices, and support. Thisdocument is to provide an overview of our Training and support program to our customer.

#### Training Program:

Our agent training program is designed for:

1. Agents

Our comprehensive Agent Training includes:

- Agent Desktop through which they handle work items (phone call, email, chat)
- Login to Agent Desktop and Soft Phone
- Logging into Work Queue
- Handling work items (phone call, email, chat)
- Transferring Call
- Conference Call
- Work Status
- QM End User
- 2. Supervisors

We train Supervisors all facet of our Contact Center that would help their day-to-day management, including:

- All features of Agent
- Monitoring Queues
- Monitoring Agents
- Assigning and Reassigning work items
- Listening to live calls
- Coaching and Barging
- Reporting
- Reaching out Contact Center Solution Support
- PM Scorecards Ad-Hoc Reporting
- PM Scorecards
- QM Application Administration
- QM Enterprise Reporting
- QM Forms Administration
- WFM Ad-Hoc Reporting
- WFM Advanced Forecasting and Scheduling
- WFM Application Administration
- WFM Core Forecasting and Scheduling
- WFM Model Validation
- WFM Monitoring Management

3. Train the Trainer

Customer Trainer to conduct ongoing training, new Agent/Supervisor training, troubleshooting, assisting and resolving day-to-day simple question or request from Agent/Supervisor. Training program includes:

- All features of Agent
- All features of Supervisors
- Simple trouble shooting techniques
- Reaching out Contact Center Solution Support
- Up to 8 hours of ask the expert AdviceLine service for WFM and QM annually per agency.

#### 4. Remote & On-site training

We provide on-site and remote Live Training. The remote training sessions are conducted via WebEx or MSTeams. Both the training courses include:

- Agent Training
- Supervisor Training
- Ongoing refresher training as desired and requested by the customer.
- New Feature Update
- New Agent training
- 5. E-learning:

We provide Training materials and Reference Document through our online Portal to our customers. This may be in multiple formats such as Videos, PowerPoint, Word documents, etc. Training and Reference materials are segregated and grouped by Agent, Supervisor, and Management. For each, the materials are further broken down to individual features. Easy navigation and search features are built in the e-training portal.

#### 5.2 Technical Support

The Service Provider's responsibilities include, and Service Provider shall do the following:

Post-implementation, agencies will have access to our Client Help Desk which provides a dedicated team to respond to requests for application support. This team will be responsible for documenting, escalating (as required), resolving, confirming a satisfactory resolution, and closing all support requests.

Our Engineer on Call (EOC) provides 24 x 7 x 365 support via a centralized number. The EOC is available to agencies forservice-impacting issues outside of normal business hours. Both the Client Help Desk and the EOC have access to all Verint resources, including the project manager, and will escalate as necessary to resolve the issue. Verint provides a service desk including 24x7x365 coverage accessible through voice, email, web, chat. Notification of events, system issues, status and updates can be provided via a web portal. All support tickets will be managed through our support portal and updates will also be made available via email.

For non service impacting issues, Verint provides customer support during normal business hours between 8:00 A.M. to 6:00 P.M., Eastern Time, Monday through Friday, excluding Verint holidays. Additionally, support tickets may be submitted at any time through voice, email, and web channels.

All support personnel are based in the United States.

#### 6.0 General Requirements

#### 6.1 Pricing Model

The Service provider's solution addresses the requirements in this section with the following:

Verint's per seat subscription solution is flexible for any size and includes the pricing tiers to support that scalability. Additionally, our pricing provides flexibility for tiered pricing based on projected volume.

Verint's Basic Seat pricing includes all the features and functions requested. We provide toll-free services at competitiveper minute usage pricing. Our per set pricing also includes all installs, moves, adds or changes (IMAC), and there is no minimum requirement for the number of seats.

Our solution is scalable without a need for ramp up or scale back implementation cost. We do not charge an implementation fee for upgrading or downgrading our solution. Verint offers the option to include upfront transition cost within the per seat price or priced separately.

As requested, we have included a rate-card for optional professional services. Verint's a-la-carte pricing is included and located in Attachment 2-A.

### 6.2 Security Requirements

The Service provider's solution addresses the requirements in this section with the following:

Verint takes an aggressive role in support of protecting information assets and information systems from occurrences that could adversely impact confidentiality, integrity, or availability. Policies, standards, and procedures play a significantrole in the effective implementation of enterprise-wide information security programs and the success of the resulting security measures employed to protect information systems. Thus, Verint has developed and promulgated formal, documented policies and procedures governing the security requirements set forth and ensure effective implementation.

Verint has reviewed and complies with the State and agencies data integrity and privacy policies for the delivery of the contact center services.

Verint will provide encryption for VoIP calls that meet or exceed IRS Publication 1075 requirements, if required.

### **EXHIBIT 1 - CUSTOMER DOCUMENTS**

#### Notice to Suppliers:

Customer Documents must be compliant with the Contracting with State Entities provisions with the State of Georgia:

• See Contracting with State Entities (SPD-SP060) at the following link:

https://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/SPD-SP060ContractingwithStateEntities.pdf

#### EXHIBIT 1A

#### ORDER PACKAGE (CUSTOMER PURCHASE AGREEMENT, CATALOG OF SERVICES, SERVICE LEVELS, PRICING)

[This page has been left blank intentionally]

#### EXHIBIT 1B

# Customer Participation Acknowledgment Form

This **Customer Participation Acknowledgement** is executed and delivered by the undersigned ("**Customer**"), in connection with its participation in the GTA Direct Program, including its execution of that certain Customer Purchase Agreement dated\_\_\_\_\_\_, 20\_\_\_with \_\_\_\_\_\_, Inc. ("**Supplier**") and for the benefit of GTA and the State of Georgia. Terms not defined in this Customer Acknowledgement have the meanings applicable under the Customer Participation Agreement or other applicable GTA Direct documentation.

Customer acknowledges and agrees that in participating in the GTA Direct Program (including its execution of the Customer Purchase Agreement), it is acting solely on its own behalf and that neither GTA nor the State of Georgia (nor any third party) will be liable under or with respect thereto, includingfor any of Customer's or Supplier's obligations in connection therewith or with respect to any delivery orfailure of the Services. Any claim or cause of action that Customer may have under the Customer Purchase Agreement shall be exercisable solely against Supplier and not GTA or the State of Georgia.

Customer acknowledges and agrees that Supplier may provide GTA with information about the Customer Purchase Agreement and Customer's continuing participation in the GTA Direct Program, including the Services provided, Service Levels attained, and the payable charges. Customer further acknowledges and agrees that it will comply with applicable requirements under the GTA Direct Program.

Customer
Signature:
Printed Name:
Title:
Email:
Phone:
Date:

VNT and GTA

Master Services Agreement for GTA Direct Services

# EXHIBIT 1C FORM OF CUSTOMER PURCHASE AGREEMENT

#### GTA Direct Customer Purchase Agreement

This Customer Purchase Agreement for	(this "Customer
Purchase Agreement" or "CPA"), effective as of	(the "CPA Effective Date")
is executed and delivered by the undersigned customer ("Customer") and	
("Supplier ").	

 <u>Services</u>. Supplier will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Supplier shall comply with <u>Attachment A (Scope of Services)</u>.

#### 2. Separate Agreement.

- As set forth in the GTA Direct Services Agreement, dated а 20 by and between Georgia Technology Authority as of ("GTA") and Supplier (the "GTA Agreement"), this Customer Purchase Agreement incorporates the terms and conditions (other than Sections 2.6 Effect of Termination, 3. Fee and 14.10 Notice) of the GTA Master Services Agreement. As such, Customer and Supplier each acknowledges and agrees that: (i) Supplier shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Supplier or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Supplier shall have against Customer, shall be exercisable solely against Supplier or Customer (as applicable) and not GTA or the State of Georgia.
- b. Promptly following the execution of this Customer Purchase Agreement, Supplier shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.
- <u>Collection of Customer Information</u>. Customer and Supplier acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.
- 4. <u>Term</u>. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until \_\_\_\_\_\_ (the "CPA Term"). Customer may extend the CPA Term upon written notice to Supplier, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.

GTA Direct Customer Purchase Agreement

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 <u>Address for Notices and Billing</u>. All notices, requests, or other communications (excluding invoices) hereunder shall be sent to the following addresses:

	Customer	Supplier
Entity Name		
Address Line 1		
Address Line 2		
City, State, Zip		
Contact Name		
Contact Title		
Email		

Supplier shall submit invoices detailing the Charges for the Services to Customer at the following address:

	Customer
Entity Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Contact Title	
Email	

- 6. Entire Agreement; Counterparts. This Customer Purchase Agreement (including the relevant provisions of the GTA Agreement and any Attachments hereto) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Customer Purchase Agreement shall be valid unless in writing and signed by both parties. Supplier and Customer may execute this CPA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures for both Supplier and Customer need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this CPA in the presence of the other party.
- 7. <u>Third-Party Beneficiary</u>. Customer and Supplier hereby agree that GTA is an intended and express third party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement and shall have the right, exercisable in its sole discretion, to enforce such terms and conditions, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties below.

[Name of Customer]	[Supplier]
By:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Supplier to return a copy of this executed Customer Purchase Agreement, and any applicable exhibits or attachments to:

Georgia Technology Authority GTA Direct Program Attention: GTA Direct Email: <u>gtadirect@gta.ga.gov</u>

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Supplier must complete and submit the form authorizing electronic payment.

### Attachment A Scope of Services

[Insert any specific requirements associated with Customer's facilities, systems or data, including any specific Security Requirements with which Supplier is required to comply in performing the Services.]

# EXHIBIT 2A E- VERIFY AFFIDAVIT – SUPPLIER



330008



#### Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

Contractor Name:	/erint Americas Inc
	800 North Point Parkway Alpharetta, GA 30005
Contract Number:	

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Georgia Technology Authority** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization number and date of authorization are as follows:

08/12/2010

555555	00/12/2010
Federal Work Authorization User Identification Number Enter the E-Verify Number. This is NOT your FEIN number (XX-XXXXXXXXX). For information see - <u>h</u>	Date of Contract
I hereby declare under penalty of perjury that the foregoing is	true and correct.
Executed on, 20in	(city),(state).
WD Shriver Date: 2021.08.19 17:27:30 -04/00	
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE $20^{k}$ DA	VOF_August 2021
Tilsowlyn Cheput	- Joily on Chora
NOTARY PUBLIC	Forsyth Court
My Commission Expires: 10/25/2023 My Co	State of Georgia (Vn. Expire: 1.1.5/2023
404-463-6500 - Procurement@gta.ga.	gov
Heavlynn Chaput NOTARY PUBLIC	
Forsyth County State of Georgia	
My Comm. Expires 10/25/2023	

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# EXHIBIT 2B E-VERIFY AFFIDAVIT – SUBCONTRACTOR

N/A

# EXHIBIT 3A DEFINITIONS

- 1. "Auto-Attendant" means a system that allows callers to be automatically transferred to an extension without the intervention of an operator/receptionist.
- 2. "Automatic Call Distribution" or "ACD" means a telephone facility that manages incoming calls and handles them based on the number called and an associated databaseof handling instructions.
- 3. "Affiliate" means an entity in which the Parent of the Prospective Service Provider owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which own more than fifty percent of the Prospective Service Provider also own more than fifty percent of the voting stock.
- 4. "Contract" means any agreement between two unrelated legal entities under which Prospective Service Provider, acting as a Prime Contractor, provided data center relocation services of the type and nature described in the relevant Question.
- 5. "CRM" or "Customer Relationship Management" means a system for managing a company's interactions with current and future customers.
- 6. "Data Center Services" means all services that are industry accepted data center infrastructure services including operating systems and environment provisioning and hosting of multi-platforms(i.e., IBM, UNIX, Unisys, Linux, and Windows), data management and storage, tape and backup services, integration services, etc.
- 7. "GTA" means the Georgia Technology Authority.
- 8. "Enhanced Quality Management" and "Quality Management" means tools used to record contacts and screen captures to evaluate staff performance. "Enhanced Quality Management" includes the ability to provide role-based scorecards, integrated learning& coaching management for staff/agents.
- 9. "Enhanced Workforce Management" and "Workforce Management" means a common set of performance-based tools to support management, supervisors, managers, and workers across the operations. Enhanced Workforce Management includes the additional workforce optimization tools automating entire processes, making key data more visible encompassing all aspects of managing the complete workforce lifecycle.
- "IMAC" (Installs, Moves, Adds, Changes) means all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, deinstallation and relocation of equipment, including connectivity testing, data transfer and user orientation.

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- 11. "Include" and its variants (such as "includes" or "including") means, whether or not capitalized, "including, without limitation".
- 12. "Integrated Voice Response" or "IVR" means a telephony technology that can read a combination f touch tone and voice input that gives users the ability to access a database of information via phone.
- 13. "IT Infrastructure Outsourcing" or "IT Infrastructure Services" in this context, includes data center services and telecommunications services but does not include application sourcing or businessprocess sourcing.
- 14. "HCC" or "Hosted Contact Center" means a system that provides call and contact routing for high- volume telephony transactions, with specialist answering "agent" stations and a sophisticated real- time contact management system. The supporting infrastructure is normally provided as an off-site,dedicated "hosted service" solution; or as an off-site shared resource "software as a service" (SaaS) solution.
- 15. "Offerors" means the prospective service provider or contractor seeking qualification under an RFP.
- 16. "Open Records Act" means O.C.G.A. § 50-18-70 et seq.
- 17. "Parent" means the entity which owns more than fifty percent of the voting stock of Prospective Service Provider. In the case of an acquisition, "Parent" means the legal entity that acquired theProspective Service Provider.
- 18. "Prime Contractor" means the single legal entity of a group of legal entities that are legally associated for the purpose of delivering Services under a contract that executes the contract withGTA and that is the single point of contact with GTA with respect to the Services being delivered.
- 19. "Principal Owner" means the entity which holds a ten percent or greater ownership interest inanother entity.
- 20. "Prospective Service Provider"/"PSP" means the contractor / firm seeking qualification under this RFP
- 21. "Prospective Service Provider Statement" has the meaning set forth in section 3.2 of this RFP.
- 22. "PSTN" or "Public Switched Telephone Network" means telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing any telephone in the world to communicate with any other.
- 23. "Qualified Contractor" means the Prospective Service Provider(s) that has proved and is selected to be qualified to perform the work set forth in this RFP. Only "Qualified

Contractors" will receive and be able to submit proposals to the Hosted Contact Center Services "Quoting Process?".

- 24. "Respondent" means the prospective Service Provider or contractor seeking Qualification under this RFP.
- 25. "Request for Proposals" or RFP means the Request for Proposals to be developed and issued for the project subsequent to this Request.
- 26. "Request for Qualified Contractors" or RFP means this Request.
- 27. "Request Management and Fulfillment" has the meaning set forth in the IT Infrastructure Library(ITIL).
- 28. "Softphone" means a software program for making telephone calls over the Internet using a general-purpose computer, rather than using dedicated hardware.
- 29. "Software as a Service" or "SaaS" is a software delivery model in which software and associated data are centrally hosted on the cloud by independent software vendors or application service providers.
- 30. "Service Level Agreement" or "SLA" means a component of a service contract between a service provider and service recipient where the quality delivery of the service is formally defined.
- 31. "Service Provider" means the company that is responsible for delivering services under a contract with GTA and that is the single point of contact with GTA with respect to the services being delivered.
- 32. "State" means the State of Georgia.
- 33. "Supplier" means a company desiring to do business with the State of Georgia.
- 34. "Time Division Multiplexing" or "TDM" means a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.
- 35. "Telecommunications Services" means all services that are industry accepted telecommunications infrastructure services including network communications services, voice services, video services and wireless services.
- 36. "Virtual queuing" is a concept used in inbound call centers where systems allow customers to receive callbacks instead of waiting in an ACD queue.
- 37. VoIP (Voice over Internet Protocol) means a category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using IP rather than by traditional circuit transmissions of the PSTN.

#### EXHIBIT 3B

#### STATEMENT OF WORK

#### **Core Contact Center Services**

Hosted Services

The Service Provider's responsibilities include, and Service Provider shall do the following:

Is available as "Software as a Service" (SaaS)

Have the ability to scale up/down full contact center services as needed by request.

Support multiple contact center partitions and agents with flexibility to interact with other contact centers if possible.

Provide redundancy for Hosted Contact Center Services.

Support TDM and VoIP communications to agents.

TDM, ability to route calls to PSTN for call termination on Agency provided systems. VoIP, provide choice of hard or soft phone Soft Phone should have minimal impact on existing desktop real estate environment. Can leverage any standard 10-digit number

- Provide a hosted contact center solution that is physically located in data centers within the United States.
- Hosted Contact Center supported by staff that is physically located within the United States.
- Provide and support HCC seats in physical Agency locations and remote teleworker locations.
- Administrative functionalities available to the Agencies should incur no fees if performed by the Agencies
- Provide a call disposition tool that caters to the respective business model of the agency.
- Interface with Agency designee on support of End User systems, desktop support, and standard images.

#### Automatic Call Distribution

The Service Provider's responsibilities include, and Service Provider shall do the following:

- Support multi-channel routing, basic and advanced call routing, skills-based routing and call back/virtual queuing.
- Be compatible with IVR, Chat, Email, BOTS and Virtual Agents
- Ability for Agency to manage the creation, modification and deletion administration of agents.
- Provide Agency with the ability to adjust wrap time and force calls to agents.
- Ability to build not-ready codes, also the ability to automatically interrupt not-ready codes as call volumes increase excluding break codes.
- Email routing for multiple skill sets.
- Agent whisper feature
- Interact with Agency regarding the configuration and scripting of Automatic Call Distribution (ACD), Intelligent Routing, and Predictive Dialing.
- Ability to have agents from multiple agencies in a shared skillset
- Ability to route calls to different agency groups
- Force calls to agents when staffed in without them having to signal to receive a call.
- Provide the ability to change gate opening or closing
- Provide an alert when an agent is dropped from the ACD queue
- Ability to set thresholds on agent, application, and skillset levels.
- Ability for supervisor to log agents out of the system.

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• Ability to integrate with Customer Relationship Manager (CRM)

#### Auto Attendant and Integrated Voice Response

The Service Provider's responsibilities include, and Service Provider shall do the following:

- Provide for automated speech recognition (ASR) and Text-to-Speech (TTS)
- Include call back/virtual queuing capability.
- Ability to integrate with Customer Relationship Manager (CRM).
- Ability to integrate to agency applications and database systems.
- Setup, support, operate, and maintain the IVR systems and related call routing / mapping logic. This includes caller menu selections, all voice message scripts and prompts, and intelligent call routing or routing to call queues / Agents based on type or characteristics of inbound call. Make changes to the IVR system on a regular basis as required or as requested by Agency.
- Create and record message scripts for call queuing and for information prompts as requested by Customers, including IVR applications that interface with host systems in designated sites.
- Establish and follow Customer approval process for changes to IVR scripts, hold messages, music on hold, predicted wait times, queue messages, schedules and after hours or emergency messages.
- Provide the ability to make emergency (short notice) changes to the IVR systems to address business problems, service issues, outages, or other items that may impact contact volumes.
- Provide 24x7 automated (IVR) support in certain situations, including retrieval/recall
- Allow each state agency the ability if needed to update their own recorded messages, routing messages, etc. without needing to contact their provider.
- Have redundancy capability to an alternate system during a storm/disaster event. This would include alternative messaging, remote phone capability, etc.

#### Reporting & Analytics

The Service Provider's responsibilities include, and Service Provider shall do the following:

- Provide industry standard reporting for system, agents, ACD and IVR, including real-time, industry standard call metrics and the ability to set SLA's therein.
- Ability to provide base line, canned, ad-hoc, historical and real-time reports supported by dashboards with graphs and charts.
- Ability to support wallboard displays for dashboard performance metrics such as calls/email/chat/etc. answered, service levels, abandon rates, calls waiting, hold times, view all agent's status, and banner messages.
- Ability for Agency to define, build and run custom reports supporting business requirements.
- Provide for real-time access by Authorized User to reporting systems.
- Allow agent to view their individual call metrics (real time, historical and baseline) on their desktop.
- Ability to change reporting metric requirements for different skillsets.
- Ability to prompt messages on agent desktop displays.
- Ability to provide an Agent Report that tracks the entire Agent call flow for any single call.
- Ability to export raw contact center analytics data for use.
- Provide access to application historical data for 37 months, agent historical data for 13 months.

#### Call Recording & Basic Quality Management

The Service Provider's responsibilities include, and Service Provider shall do the following:

#### **Call Recording**

Manage and maintain call recording systems, voice and screen, including:

- Provide 20% random call recordings and screen capture per agent per day.
- Provide online storage to hold at the minimum two calendar months of recordings per agent.
- Provide interface to archive recordings to GTA or Agency provided storage.

- Provide a method for appropriately adjusting monthly online storage needs.
- Ability to barge-in a call, coach, conference or take over call and record it.
- Ability to listen to a call at any point during the call.
- Ability to record one agent during workday and not impact the 20% recording time
- Ability to listen to recorded calls from any location (web-based call recording)
- Ability to email downloaded recordings.
- Ability for agent to initiate recording their own all
- Ability to search recordings by filters
- Have the ability to administer call center recordings based on agent. Be able to designate 100% recordings or unique amount separate from standard recording environment, per agent.

#### **Customer Surveys**

Provide the ability to initiate, collect, and track information on customer surveys within the system for the support of the contact center service.

#### Network & Transport

The Service Provider's responsibilities include, and Service Provider shall do the following:

#### **Toll-Free service requirements**

Service Provider needs to include toll-services on a per-minute and inclusive to the per-seat pricing model.

*Provide per-minute inbound and outbound toll-free services Provide inclusive inbound and outbound toll-free services* 

#### **Trunking Requirements**

Provide erlang standard calculations for appropriately sizing inbound trunking requirements and provide quarterly assessments to adjust as needed.

*Trunking can be shared between Agencies but should not impact performance of individual contact centers Service Provider may use either TDM or VoIP for trunking for the most efficient performance and price.* 

#### Data network requirements

Data network requirements described below are for optional VoIP termination to Agency contact centers.

Service provider can propose end-to-end data connection for call centers and agents where applicable or leverage existing State protected networks.

- Service Provider will provide a tool(s) for self-assessing bandwidth requirements and voice quality performance.
- Setting up, supporting, operating, and maintaining data circuits and VoIP circuits (if applicable) as required.

#### **VPN / Security for Transport**

*Provide end-to-end network security and monitoring Provide Virtual Private Network VPN access* 

#### **Enhanced Contact Center Services**

Enhanced Quality Management

The Service Provider's responsibilities include, and Service Provider shall include the following optionally provide; Role based score cards with key performance indicators

Integrated Learning Tools

**Coaching Management Tools** 

Enhanced correlation of reporting, optimization and forecasting of key performance indicators.

Open architecture and APIs to allow seamless and easy integrations to State of Georgia systems and databases, as well as third party systems (REST APIs, SQL. Webhooks, etc.) at low cost

Integrated with best -or-breed solutions for WFM system with real time data integration between the contact center and WFM to allow seamless data entry and reporting

Integrated with best-of-breed solutions for ticketing that allows the State of Georgia users/admins to create custom forms with custom fields and integrations, reporting, etc.

Allow the State of Georgia users/administrators to:

• Easily change or enhance the call routing from point of the phone number through any IVRs, and Queues, including the ability to route calls based on flags, or options set by the administer or data enter by the caller(for chat users)

# Provide guidance and assistance for changes/adds/removes as well as developing customized calls and reports at no additional charge

#### Enhanced Workforce Management

The Service Provider's responsibilities include, and Service Provider shall do the following:

Provider should describe the workforce management capabilities within their offering

- Ability to analyze customer interactions
- Leverage call data to adjust scheduling.
- Identify customer and employee behavior
- Ability to perform short term and long-term forecasting
- Provide for skills improvement and coaching
- Provide data to forecast schedules for shift assignments
- Solution Live transcription and Captioning services
- Provide data of the proposed solution accuracy data
- Immediate download of transcripts and notes
- Easily integrated with LMS and customer relation solutions

#### Customer Relationship Management (CRM)

The Service Provider's responsibilities include, and Service Provider shall do the following:

Provider should list integrated and separate CRM options as well as ability to leverage existing CRM sources.

Provider should have the capability to migrate existing CRM data into a replacement option.

#### **Transition Requirements**

Setup & Transition

The Service Provider's responsibilities include, and Service Provider shall do the following:

Setup & Transition Services to Install, manage and maintain Hosted Contact Center Systems used for callers' access to the Contact Centers, including:

Service provider will provide appropriate technical resources to guide, design, configure and implement all contact center functionality including call scripting and call flows, etc.

Program network-based routing.

Configure call prompters.

Configure transfer connect and advanced features.

Setting up, supporting, operating, and maintaining IVR, Auto Attendant, after-hours processing, call recording and other associated systems required to process calls and allow end-users to control after initial setup.

Develop and implement plan to transition in-scope access numbers including toll and toll free numbers and any other specified numbers from the current Agency Customers' current Service Provider.

Setting up, supporting, operating, and maintaining data circuits and voice over IP circuits (if applicable) as required processing contact center services and supporting features or products.

Develop, implement, and maintain call routing procedures, which define how calls will be received and allocated across multiple centers (if relevant) and within centers how calls will be distributed to queues. Develop, implement, and maintain process for Agency approval / notification of changes to these procedures.

Design, build, implement, and maintain call routing tables based on criteria defined by Agency, which route calls to Agents based on Agent skill sets and availability.

Develop and maintain routing tables, which map inbound numbers to centers and within centers to appropriate queues.

Provide a certified project manager to work with agencies during implementation phase to plan, document, execute and communicate tasks for the entire implementation process

Provide build, user application testing, test, and production lifecycle management.

Develop and implement procedures for re-routing calls in the event of center outages, emergencies, unexpected call volume spikes or overflows, or other unforeseen circumstances during transition. Plan and changes are subject to approval by Agency.

#### Training and Support Training

The Service Provider's responsibilities include, and Service Provider shall do the following:

E-learning, browser based, including training materials and./or videos.

Reference guides for ongoing support.

Provide onsite training for initial implementation.

Provide training for supporting Integration, Agent & Supervisors and End-Users for the use of the contact center services systems.

#### **Technical Support**

The Service Provider's responsibilities include, and Service Provider shall do the following:

Service Provider provides a service desk including 24x7x365 coverage accessible through voice, email, web, chat.

Receive notification of events, system issues, status and updates or can be provided as a web portal. Hosted Contact Center supported by staff that is physically located within the United States.

#### **General Requirements**

#### Pricing Model

The Service Provider's responsibilities include, and Service Provider shall do the following:

Ability to provide a Per Seat subscription model, including quick scalability pricing

Ability to provide tier volume discounts to individual agencies based on projected enterprise volumes. Basic Seat pricing should include all features and functions (seat, email, chat, fax, etc.) with the

exception of enhanced workforce management, enhanced quality management, Customer Relationship Management, and Customer Surveys.

Provide inclusive toll-free services and per-minute toll-free services for competitive pricing. Provide a rate-card for optional professional services.

Per Seat Pricing should include all installs, moves, adds or changes (IMAC)

No minimum requirement for the number of seats contact centers required to purchase

Ability for Agencies to add seasonal seats at any time without implementation or disconnect fees

There should be no implementation fee or other fees besides the monthly recurring seat charges imposed for upgrading and downgrading solution capabilities

Ability to provide pricing that can include upfront transition costs within the per-seat price (amortized over the life of the contract) as well as priced separately.

Provide a-la-carte pricing for other than basic seat, such as Enhanced Quality Management, Enhanced Workforce Management, Customer Relationship Management, and Customer Surveys, etc.

#### Security Requirements

The Service Provider's responsibilities include, and Service Provider shall do the following:

Provider must comply with the State and Agencies data integrity and privacy policies for the delivery of the contact center services.

Provide encryption for VoIP calls that meet or exceed IRS Publication 1075 requirements, if required by Agency.

# EXHIBIT 3C PRICING

	Sorvice Charge	<b>`</b>			
	Service Charges	5			
Ref ID	Service Charge	Unit of Measure	Recurring Period	1	Charge
1	HCC NexxPhase Agent Seat (1-250 Seats)	single named agent	monthly	\$	76.30
2	HCC NexxPhase Agent Seat (251-500 Seats)	single named agent		\$	72.49
3	HCC NexxPhase Agent Seat (501-1000 Seats)	single named agent		\$	68.67
4	HCC NexxPhase Agent Seat (1001+ Seats)	single named agent		\$	61.50
5	HCC Work Force Management	single named agent	monthly	Included	
6	HCC Quality Management and Learning Management Seat	single named agent	monthly	\$	35.00
7	Toll Free Services	per minute	monthly	\$	0.0147
8	Enhanced IVR DTMF	per minute		\$	0.0299
9	Enhanced IVR DTMF + Directed Dialogue	per minute		\$	0.0440
10	SMS Short Code Hosting - Leasing Fees	monthly		\$	1,250.00
11	SMS Text Message - Mobile Origination	per message		\$	0.0144
12	SMS Text Message - Mobile Terminated	per message		\$	0.0180
13	Enhanced IVR Adaptive Solutions Usage	per call		\$	0.0060
14	Enhanced IVR Adaptive Solutions Reporting & Data Storage	monthly		\$	2,500.00
15	Bridged Outbound Call Usage - Assumes connection to client provided TFN	bridged time		\$	0.0144
16	Mid-Tier IVR Tuning		Semi-Annual	\$	21,400.00
17	Enhanced IVR Tuning		Quarterly	\$	32,100.00
18	TFN Code Hosting & Maintenance Fee	per TFN Code	monthly	\$	500.00
19	Training Sandbox	per sandbox	monthly	\$	900.00
20	Adaptive Personalization add-on to IVR touchtone Recognition	per minute		\$	0.0040
21	IVR Usage - Client of Record (Inbound/Outbound Telco Cost	per minute		\$	0.0147
22					

	One-Time Charg	es		
Ref ID	Service Charge	Unit of Measure	Recurring Period	Charge
1	HCC Implementation per seat - Standard	per seat	one-time	\$ 76.30
2	HCC Implementation per seat - Premium	per seat	one-time	\$ 95.59
3	HCC Implementation per Contact Center- Standard	per HCC	one-time	\$ 15,000.00
4	HCC Implementation per Contact Center- Premium	per HCC	one-time	\$ 20,000.00
5	NexxPhone	Per License	one-time	\$ 16.00
6	Enhanced IVR DTMF - Basic Complexity	per Application	one-time	\$ 21,400.00
7	Enhanced IVR DTMF - Mid-Tier	per Application	one-time	\$ 36,380.00
8	Enhanced IVR DTMF + Directed Dialogue - Basic	per Application	one-time	\$ 42,800.00
9	Enhanced IVR DTMF + Directed Dialogue - Mid-Tier	per Application	one-time	\$ 72,760.00
10	SMS Text Development	per Application	one-time	\$ 14,445.00
11	Enhanced IVR Adaptive Development	per Application	one-time	\$ 25,000.00
12	NexxPhase HCC Agent Training (Per Center)	Per Hour	As Needed	\$ 150.00
13	NexxPhase HCC Supervisor Training (Per Center)	Per Hour	As Needed	\$ 150.00
14	Additonal WFM/QM /Learning Mgmt 1-1 AdviceLine Service (min 8 hrs)	Per Hour	As Needed	\$ 225.00
15				

	Rate Card	Charge	S		
Ref ID	Rate Card Charge		Charge per hour	Charge per week	Charge per month
1	Contact Center Consultant	\$	195	\$ 7,800	\$ 31,200
2	Professional Trainer	\$	225	\$ 7,800	\$ 31,200
3	Project Manager	\$	195	\$ 7,800	\$ 31,200
4	CRM Architect	\$	195	\$ 7,800	\$ 31,200
5	Professional Voice Recording - English	\$	250	\$ 10,000	\$ 40,000
6	Professional Voice Recording - Spanish	\$	350	\$ 14,000	\$ 56,000
7	IVR Professional Services	\$	195	\$ 7,800	\$ 31,200
8					

	Equipment Cha	arges				
Ref ID	Service Charge	Unit of Measure		Price	Maintenance	Maintenance Period
1	VoIP Adapater (IAD)	each	N/A			monthly
2	VoIP Hard Phone	each	N/A			annual
3						

	Service Provider Pricing Assumptions
Provider	will provide all assumptions used in pricing the Services, notating those assumptions which impact price.
Price	
-	
(Y/N)	Description
	Service Charges
N	HCC Implementation per seat cost includes WFM
Ν	HCC Implementation per seat premium includes basic seat plus quality management seat
Y	Varies with Telco Provider
	One Time Charges
Y	Training requirements may vary based on headcount, program size, and geographical locations
	Up to 4 menus and ask, Single Host Interface/transaction, Standard CTI, Single call-center transfer, and Basic Reports inclusive of call volume
	and host transaction reports
	Up to 8 menus and ask, Single Host Interface/3 transaction, Standard CTI, Single call-center transfer, and Basic Reports inclusive of call volume
	and host transaction reports
	Up to 4 menus and ask, Single Host Interface/transaction, Standard CTI, Single call-center transfer, and Basic Reports inclusive of call volume and host transaction reports. Plus Directed Dialogue
	Up to 8 menus and ask, Single Host Interface/ 3 transaction, Standard CTI, Single call-center transfer, and Basic Reports inclusive of call volume
	and host transaction reports. Plus Directed Dialogue
	Rate Card
Y	Number of hours required may very based on scope, scale, requirements and systems
Y	40 hours per week
Y	160 hours per month
	Price Impact (Y/N) N Y Y Y

### EXHIBIT 3D STATEMENT OF WORK EXPLAINED SCOPE

# 2.0 Additional Technical Scope

#### 2.1 Fully Integrated Solution

The Service Provider's responsibilities include and Service Provider shall do the following:

2.1.1 Describe how your solution is fully integrated, coupled or separated to deliver ACD routing, IVR and QM key components.

Verint provides a fully integrated IVR, ACD, and QM solution. Even though these solutions are fully integrated, they are not dependent on each other and can be deployed independently to work with other customer and 3<sup>rd</sup> party solutions via APIs. Verint customers have the flexibility to select as many components as they require. Verint clients that use the fully integrated solution can track their full customer journey via a robust reporting portal.

#### 2.2 Telephony Delivery Design & Capacity

The Service Provider's responsibilities include and Service Provider shall do the following:

2.2.1 Describe how your proposed solution will manage and deliver capacity for telecom trunking services as in TDM, SIP, Data, Toll Free for the anticipated volume in support of the contact centers.

Verint's service platform is built to work with a variety of telecommunication system architectures and protocols including provisioning and managing toll-free numbers, creating voice and data links with TDM, SIP, SIP over MPLS, etc., and has developed solutions capable of handling high volumes without performance degradation.

Verint maintains a policy of zero call blocking. The IVR capabilities can be elastically provisioned and released, automatically, to scale rapidly outward and inward commensurate with demand. Elastic capacity ensures all calls get through – even during the busiest calling periods or when unplanned events occur. Our usage-on-demand based model ensures that the State can handle seasonal and monthly peaks, only paying for that capacity when needed, without carrying the additional cost of an infrastructure that will meet peak capacity.

In addition to the IVR capability of scaling in and out, the IVR platform can also park & throttle the callsto the call centers for a better caller experience.

Verint currently averages over 120 million minutes/month on the platform and maintains reserve capacity capable of absorbing over 120 million minutes/month of traffic spikes across ourcustomer base.

In one example of the platform's scalability, a hurricane produced an event that drove unexpected call activity in a short period of time. The State of Mississippi, severely impacted by the storm, provided debit cards to citizens that were pre-loaded with funds for emergency assistance. Families affected by

the storm were able to use the cards to obtain food and supplies to help bridge the gap until they could return to their homes and jobs.

Verint provides an IVR solution to assist Mississippi residents with management of their Electronic Benefits Transfer cards. The existing IVR application typically handled 25,000 to 30,000 calls per day prior to the emergency. The immediate distribution of hundreds of thousands of debit cards generatedan unexpected call volume that far exceeded the normal daily traffic. In one day after the cards were released, the IVR handled over 120,000 calls: 400% of a normal traffic day. Because Verint's platform provides scalable, on-demand capacity, the IVR was able to process every call without playing a busy; every cardholder who called in was able to establish Personal IDs for their cards so they could use them to buy much needed groceries and other supplies.

#### 2.3 Security for Protected Voice/Data for compliance

The Service Provider's responsibilities include and Service Provider shall do the following:

2.3.1 Describe how your service protects the at-risk data when traversing the voice network to the remote, at home agents

For connections to remote/teleworking based agents, Verint will employ SSL VPN technology to protect data traversing the voice network.

Verint manages encryption capabilities and key management through Microsoft SQL Server, which maintains a combination of public, private, and symmetric keys to protect sensitive data, which uses an AES 256 algorithm. This is an extensible solution, which allows infrastructure components need to communicate with each other via public networks over VPN or private networks for additional security. Encryption is used for all data in motion to protect data during transport across and between networks, hypervisor instances, and data centers.

Verint employs rigorous, documented, implemented, and monitored security standards, which have been and continue to be reviewed as part of a Level 2 SOC audit and PCI compliance review. We are SOC2 certified and PCI and HIPAA compliant.

#### 2.4 Segmentation of Agency Contact Centers within Multi-Tenant Solution

The Service Provider's responsibilities include and Service Provider shall do the following:

2.4.1 Describe how your proposed solution will ensure State contact centers will not impose performance of other agencies during unexpected surge events.

The Verint hosted IVR and Customer Interaction Platform is a comprehensive, scalable and feature richSaaS platform for operating large scale contact center environments.

Verint allows its customers to rapidly scale up or down based on the needs of the agency or enterprise. Verint works closely with its customers to understand scalability requirements, seasonal adjustments,

enterprise segmentation, and potential emergency scenarios to provide a scalable architecture and scalability scheme.

The platform is a multi-tenant platform. Customers can easily segment or share agents and program data based on the needs of the business processes inherent in each agencies operational model. These segment

needs can scale up as required with no impact to other business segments or agencies.

#### 2.5 Proposed Failover Design and Supporting Service Level Agreement

The Service Provider's responsibilities include and Service Provider shall do the following:

2.5.1 Please describe in detail your failover design in support of your proposed uptime SLAs. (How many 9s in support of the solution as a whole and/or for specific components)

The Verint platform architecture is designed to ensure business continuity and system redundancy for all our customers' hosted applications, resulting in an actual availability greater than 99.9%. The VerintIVR and routing architecture is fully redundant.

#### **EXHIBIT 3E**

#### CUSTOMER PURCHASE AGREEMENT

#### GTA Direct Customer Purchase Agreement

This Customer Purchase Agreement for \_\_\_\_\_\_ (this "Customer Purchase Agreement" or "CPA"), effective as of \_\_\_\_\_\_ (the "CPA Effective Date") is executed and delivered by the undersigned customer ("Customer") and \_\_\_\_\_\_ ("Supplier ").

 <u>Services</u>. Supplier will provide to Customer the Services set forth on each mutually agreed Statement of Work during the CPA Term (as defined below). In providing the Services and performing its obligations hereunder, Supplier shall comply with <u>Attachment A (Scope of</u> <u>Services)</u>.

#### 2. Separate Agreement.

- As set forth in the GTA Direct Services Agreement, dated а 20\_\_\_\_, by and between Georgia Technology Authority as of ("GTA") and Supplier (the "GTA Agreement"), this Customer Purchase Agreement incorporates the terms and conditions (other than Sections 2.6 Effect of Termination, 3. Fee and 14.10 Notice) of the GTA Master Services Agreement. As such, Customer and Supplier each acknowledges and agrees that: (i) Supplier shall be solely liable for its obligations under this Customer Purchase Agreement; (ii) Customer shall be solely liable for its obligations under this Customer Purchase Agreement; and (iii) neither GTA nor the State of Georgia (nor any third party) shall be responsible for the obligations of Supplier or Customer under this Customer Purchase Agreement. Any claim or cause of action that Customer may have under this Customer Purchase Agreement, and that Supplier shall have against Customer, shall be exercisable solely against Supplier or Customer (as applicable) and not GTA or the State of Georgia.
- b. Promptly following the execution of this Customer Purchase Agreement, Supplier shall return a copy of this executed Customer Purchase Agreement (including any applicable exhibits or attachments) to GTA at the address set forth below.
- <u>Collection of Customer Information</u>. Customer and Supplier acknowledge and agree that from time to time, GTA may collect information in the form of Customer surveys, conduct Customer interviews, or request other information with respect to the services delivered or charges paid under this Customer Purchase Agreement.
- 4. <u>Term</u>. The term of this Customer Purchase Agreement shall begin on the CPA Effective Date and shall remain in effect until \_\_\_\_\_\_ (the "CPA Term"). Customer may extend the CPA Term upon written notice to Supplier, as long as the GTA Agreement remains in full force and effect at the time of such extension. For clarity, references to "Effective Date" in the GTA Agreement will be deemed to be the CPA Effective Date for purposes of this Customer Purchase Agreement.

GTA Direct Customer Purchase Agreement

 <u>Address for Notices and Billing</u>. All notices, requests, or other communications (excluding invoices) hereunder shall be sent to the following addresses:

	Customer	Supplier
Entity Name		
Address Line 1		
Address Line 2		
City, State, Zip		
Contact Name		
Contact Title		
Email		

Supplier shall submit invoices detailing the Charges for the Services to Customer at the following address:

	Customer
Entity Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Contact Title	
Email	

- 6. Entire Agreement; Counterparts. This Customer Purchase Agreement (including the relevant provisions of the GTA Agreement and any Attachments hereto) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. Except as otherwise set forth herein, no amendment to this Customer Purchase Agreement shall be valid unless in writing and signed by both parties. Supplier and Customer may execute this CPA in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures for both Supplier and Customer need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or by electronic mail shall be as effective as executing and delivering this CPA in the presence of the other party.
- 7. <u>Third-Party Beneficiary</u>. Customer and Supplier hereby agree that GTA is an intended and express third party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement and shall have the right, exercisable in its sole discretion, to enforce such terms and conditions, or to exercise any other right, or seek any other remedy, which may be available to it as a third-party beneficiary of Sections 2 and 3 of this Customer Purchase Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the date signed by both parties below.

[Name of Customer]	[Supplier]
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Supplier to return a copy of this executed Customer Purchase Agreement, and any applicable exhibits or attachments to:

Georgia Technology Authority GTA Direct Program Attention: GTA Direct Email: <u>gtadirect@gta.ga.gov</u>

Fee payments shall be submitted to GTA by Automatic Clearing House (ACH), for receipt not later than the Latest Fee Payment Date. Supplier must complete and submit the form authorizing electronic payment.

# Attachment A Scope of Services

[Insert any specific requirements associated with Customer's facilities, systems or data, including any specific Security Requirements with which Supplier is required to comply in performing the Services.]

	Critical Service Level Matrix							
Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum	% of Invoice	Comments
CSL1	Core Platform Service	Upon Acceptance by Customer	Monthly	CSL	99.99%	99.90%	\$250	Credit is based on every tenth (.1%) below the performance minimum.
CSL2	Dialer /Outbound Service	Upon Acceptance by Customer	Monthly	CSL	99.99%	99.90%	\$250	Credit is based on every tenth (.1%) below the performance minimum.
CSL3	Platform Performance	Upon Acceptance by Customer	Monthly	CSL			\$250	Credit is based on every tenth (.1%) below the performance minimum.
CSL4	Production Outages	Upon Acceptance by Customer	Daily	CSL	99.99%	98.96%	\$500	Based on each day that a production outage occurs and last more than 15 minutes, and such outage is directly attributable to the actions of Verint and not the Customer or telecom provider.
								The total credit that Customer may receive in any given month shall be capped at fifty (50%) of the previous month's invoice

#### EXHIBIT 3F IEVEL MATRIX 5\7I

Key Measurement Matrix						
Ref ID	Service Levels	Initial + mos	Measurement Window	SL Type	Expected	Minimum
KM1	Mean Time to Resolve	Upon Acceptance by Customer	Monthly	KM	TBD	Priority Urgent = Respond within 15 minutes, Priority High = Respond within 30 mins, Priority Normal = Respond within 24 hours, Priority Low = Respond within 10 days
KM2	Incident Response Time	Upon Acceptance by Customer	Monthly	KM	TBD	Priority Urgent = Respond within 10 minutes, Priority High = Respond within 2 hours, Priority Normal = Respond within 8 hours, Priority Low = Respond within 24 hours

<b>Operating Level Reports Matrix</b>				
Initial Measurement SL				
Ref ID	Service Levels	+ mos	Window	Туре
OR-1	<b>Operational Reports</b>	0+1	Monthly	OR

### EXHIBIT 3G SERVICE LEVEL DEFINITIONS

# **1.0 Critical Service Levels**

Critical Service Levels are those SLA measures for which GTA Customers may become entitled to receive Service Level Credits as a result of Service Provider's failure to satisfy the associated ServiceLevel standards.

### 1.1 Core Platform Availability

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE		
Core Platform Availability		CSL1	Upon Acceptance by Customer		
SERVICE LEVEL TYPE	Critical Service Level				
METRIC DESCRIPTION		Percentage of time that the core platform system components such as IVR, ACE & Agent desktop, are available for customer use and not affected by an outage			
METRIC INCLUSIONS and DATA SOURCES	Outage time as measured by platform manager	nent systems			
METRIC EXCLUSIONS	<ul> <li>Outages that are caused by:</li> <li>Customer's equipment, software, facilities, databases, or operator error.</li> <li>An interruption in Customer's network connectivity (data, Internet, voice)</li> <li>Pre-Notified and Scheduled Maintenance and modifications</li> <li>Force Majeure events</li> </ul>				
HOURS OF MEASUREMENT	24				
DAYS OF MEASUREMENT	365(366)				
MINIMUM SERVICE LEVEL	99.90% uptime per month				
EXPECTED SERVICE LEVEL	99.99 uptime per month				
ALGORITHM	Availability = (total time in the month – down	time) / downtime			
COLLECTION PROCESS	Trouble reporting and tracking systems will track downtime associated with services being delivered				
REPORTING TOOLS	Trouble reporting and tracking systems will track downtime associated with services being delivered				
RAW DATA STORAGE (ARCHIVES)	Trouble reporting and tracking systems data w	ill be stored for r	etrieval		
PERFORMANCE CATEGORY	Availability				
METRIC REPORTING	Monthly Quarterly Semi Annual				

# 1.2 Dialer Service Level

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE	
Dialer / Outbound Service Level		CSL2	Upon Acceptance by Customer	
SERVICE LEVEL TYPE	Critical Service Level			
METRIC DESCRIPTION	Percentage of time that the dialer service comp customer use and not affected by an outage	ponents are availa	able for	
METRIC INCLUSIONS and DATA SOURCES	Outage time as measured by platform manage	ment systems		
METRIC EXCLUSIONS	<ul> <li>Outages that are caused by:</li> <li>Customer's equipment, software, facilities, databases, or operator error</li> <li>An interruption in Customer's network connectivity (data, Internet, voice)</li> <li>Pre-Notified and Scheduled Maintenance and modifications</li> <li>Force Majeure events</li> </ul>			
HOURS OF MEASUREMENT	24			
DAYS OF MEASUREMENT	365(366)			
MINIMUM SERVICE LEVEL	99.90%			
EXPECTED SERVICE LEVEL	99.99%			
ALGORITHM	Availability = (total time in the month – down	time) / downtime		
COLLECTION PROCESS	Trouble reporting and tracking systems will tr services being delivered	ack downtime as	sociated with	
REPORTING TOOLS	Trouble reporting and tracking systems will tr services being delivered	ack downtime as	sociated with	
RAW DATA STORAGE (ARCHIVES)	Trouble reporting and tracking systems data w	ill be stored for r	etrieval	
PERFORMANCE CATEGORY	Availability			
METRIC REPORTING	Monthly Quarterly Semi Annual			

# 2.0 Key Measures

Key Measure are those SLA measures for which GTA Customers are not entitled to receive Service LevelCredits as a result of Service Provider's failure to satisfy the associated Service Level standards, but in all other manner are treated as critical SLA measures.

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SERVICE LEVEL NAM	МЕ	SECTION REFERENCE	START DATE	
Mean Time to Resolve		KM1	Upon Acceptance by Customer	
SERVICE LEVEL TYPE	Key Measure			
METRIC DESCRIPTION	Average time to restoration of service of a rep implementation of a workaround.	orted incident or	the	
METRIC INCLUSIONS and DATA SOURCES	Core Service Platform and Dialer Services (IV any other incidents that impacts service	R, ACD & Agen	t Desktop) and	
METRIC EXCLUSIONS	<ul> <li>Outages that are caused by:</li> <li>Customer's equipment, software, facilities, databases, or operator error.</li> <li>An interruption in Customer's network connectivity (data, Internet, voice)</li> <li>Pre-Notified and Scheduled Maintenance and modifications</li> <li>Force Majeure events</li> </ul>			
HOURS OF MEASUREMENT	24			
DAYS OF MEASUREMENT	365(366)			
INCIDENT PRIORITIES	<ul> <li>Priority Definitions</li> <li>Urgent - Platform or Critical Component is un conduct business or service the customer is see</li> <li>High - Critical Component is degraded severe usability. Business operations are negatively a performance of the platform</li> <li>Normal - Non-critical components down or d interruptions to business operations.</li> <li>Low - Single non-critical component down or business operations.</li> </ul>	verely impacted. Iy limiting function ffected by inadeq egraded. Minimal	onality and uate or no	
MINIMUM SERVICE LEVEL	<b>Urgent</b> - Platform or Critical Component is un conduct business or service the customer is service the customer is service.		pility to	

# 2.1 Mean Time to Resolve (MTTR) Service Level

	NexxPhase SL= 15 minutes			
	<b>High</b> - Critical Component is degraded severely limiting functionality and usability. Business operations are negatively affected by inadequate performance of the platform			
	NexxPhase SL= 30 mins			
	<b>Normal</b> - Non-critical components down or degraded. Minimal or no interruptions to business operations.			
	NexxPhase SL= 24 hours			
	<b>Low</b> - Single non-critical component down or degraded. No interruptions to business operations.			
	NexxPhase SL= 10 Days			
EXPECTED SERVICE LEVEL	<b>Urgent</b> - Platform or Critical Component is unavailable. The ability to conduct business or service the customer is severely impacted.			
	NexxPhase SL= 30 minutes			
	<b>High</b> - Critical Component is degraded severely limiting functionality and usability. Business operations are negatively affected by inadequate performance of the platform			
	NexxPhase SL= 30 mins			
	<b>Normal</b> - Non-critical components down or degraded. Minimal or no interruptions to business operations.			
	NexxPhase SL= 24 hours			
	<b>Low</b> - Single non-critical component down or degraded. No interruptions to business operations.			
	NexxPhase SL= 10 Days			
ALGORITHM	Total time to resolution divided by the total number of incidents over a month			
COLLECTION PROCESS	Trouble reporting and tracking systems will track downtime associated with services being delivered			
REPORTING TOOLS	Trouble reporting and tracking systems will track downtime associated with services being delivered			
RAW DATA STORAGE (ARCHIVES)	Trouble reporting and tracking systems data will be stored for retrieval			
PERFORMANCE CATEGORY	Availability			

METRIC REPORTING	
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# 2.2 Incident Response Time

SERVICE LEVEL NAME		SECTION REFERENCE	START DATE
Incident Response Time		KM2	Upon Execution of Contract
SERVICE LEVEL TYPE	Key Measure		·
METRIC DESCRIPTION	Time		
METRIC INCLUSIONS and DATA SOURCES	All service impacting incidents		
METRIC EXCLUSIONS	<ul> <li>Outages that are caused by:</li> <li>Customer's equipment, software, fac</li> <li>An interruption in Customer's network voice)</li> <li>Pre-Notified and Scheduled Mainten</li> <li>Force Majeure events</li> </ul>	rk connectivity (	data, Internet,
HOURS OF MEASUREMENT	24		
DAYS OF MEASUREMENT	365(366)		
INCIDENT PRIORITIES	<ul> <li>Priority Definitions</li> <li>Urgent - Platform or Critical Component is u conduct business or service the customer is se</li> <li>High - Critical Component is degraded severe usability. Business operations are negatively a performance of the platform</li> <li>Normal - Non-critical components down or d interruptions to business operations.</li> <li>Low - Single non-critical component down or business operations.</li> </ul>	verely impacted. Ily limiting funct Iffected by inade egraded. Minima	ionality and quate l or no

MINIMUM SERVICE LEVEL	<ul> <li>Urgent - Platform or Critical Component is unavailable. The ability to conduct business or service the customer is severely impacted.</li> <li>NexxPhase SL= 30 minutes</li> <li>High - Critical Component is degraded severely limiting functionality and usability. Business operations are negatively affected by inadequate performance of the platform</li> <li>NexxPhase SL= 2 hours</li> <li>Normal - Non-critical components down or degraded. Minimal or no interruptions to business operations.</li> <li>NexxPhase SL= 8 hours</li> <li>Low - Single non-critical component down or degraded. No interruptions to</li> </ul>
	business operations. NexxPhase SL= 24 hours
EXPECTED SERVICE LEVEL	<ul> <li>Urgent - Platform or Critical Component is unavailable. The ability to conduct business or service the customer is severely impacted.</li> <li>NexxPhase SL= 30 minutes</li> <li>High - Critical Component is degraded severely limiting functionality and usability. Business operations are negatively affected by inadequate performance of the platform</li> <li>NexxPhase SL= 2 hours</li> <li>Normal - Non-critical components down or degraded. Minimal or no interruptions to business operations.</li> <li>NexxPhase SL= 8 hours</li> <li>Low - Single non-critical component down or degraded. No interruptions to business operations.</li> <li>NexxPhase SL= 24 hours</li> </ul>
ALGORITHM	Total time to respond divided by the total number of incidents over a month
COLLECTION PROCESS	Trouble reporting and tracking systems will track downtime associated with services being delivered
REPORTING TOOLS	Trouble reporting and tracking systems will track downtime associated with services being delivered
RAW DATA STORAGE (ARCHIVES)	Trouble reporting and tracking systems data will be stored for retrieval
PERFORMANCE CATEGORY	Customer Support

METRIC REPORTING	Monthly Quarterly Semi Annual

# **3.0 Operational Reports**

Operational Reports are additional reports and measures on the enterprise environment which are provided to GTA and GTA Customers. Operational Reports are not entitled to receive Service Level Credits as a result of Service Provider's failure and do not specify a Service Level standards.

#### START SECTION SERVICE LEVEL NAME REFERENCE DATE Upon execution **Operational Reports** OR-1 ofcontract SERVICE LEVEL TYPE **Operational Report** METRIC DESCRIPTION Average time to resolve an incident, MTTR will be tracked for incidents with severities 1, 2, 3, & 4. **METRIC INCLUSIONS and DATA** Time to resolve each incident as measured by platform management and/or SOURCES ticketing systems. METRIC EXCLUSIONS Outages due to customer action HOURS OF MEASUREMENT 24 DAYS OF MEASUREMENT 365(366) MINIMUM SERVICE LEVEL Not required for Operational Reports EXPECTED SERVICE LEVEL Not required for Operational Reports ALGORITHM Total time required to resolve all incidents with a given severity divided by the number of incidents with that severity COLLECTION PROCESS Trouble reporting and tracking systems will track downtime associated with services being delivered **REPORTING TOOLS** Trouble reporting and tracking systems will track downtime associated with services being delivered Trouble reporting and tracking systems data will be stored for retrieval RAW DATA STORAGE (ARCHIVES) PERFORMANCE CATEGORY Repair

# 3.1 Operational Reports

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Report Category	Report Name	Description	Frequency	Recipient	Report Location	Status	Existing or New Report
Services							
Change Management	Change Management Performance Reports	Various Change Management Reports describing Change Activity: • Exception Changes • Past Due Changes • Unauthorized Changes • Past Due Measurement • Change Success • Change Failures	Weekly; no later than the last Business Day of the week after the measurement period (i.e., the report for the 1st week of July is due no later than the last Business Day of the second week Due weekly for review at PIR meeting	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
Customer Satisfaction	Consolidated Service Desk: Point of Service Surveys Report	Summaries and findings of Consolidated Service Desk customer satisfaction surveys: · Daily Point of Service	Monthly; report published on or before the last Business Day of the month following the measurement period (i.e., July measurement report will be due no later than the last Business Day of August)	GTA Customer	Web Portal MS Office	In Production	Existing
Project Management	Project Management Performance	Various reports related to project and project management performance including: • Project performance to schedule (major milestones and completion) • Project performance to budget • Major Project Issues	Monthly; on or before the tenth Business Day of the month following the measurement period	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
Service-Level Management	Monthly Service Level Performance Report	Comparison of actual results vs. Service Level requirements as prescribed in Exhibit 3 (Service Level Management)	Monthly; on or before the last Business Day of the month following the measurement period (i.e. July measurement report will be due no later than the last Business Day of August)	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
ncident Management	Open Incident Report	Report that provides a summary of all open Severity Level 1, 2, 3 and 4 Incidents and details for Severity Level 1 and 2 service affecting occurring in the previous 24-hour period	Daily; for review in the daily operational review meetings of the events in the previous 24- hour period	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
ncident Management	Daily Incident Category Report	Report of Incidents created in past 24-hour time period, categorized by Incident Cause Code	Daily; for review in the daily operational review meetings of the events in the previous 24- hour period	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
ncident Management	Monthly Incident Management Report	Trending and Categorization Reports for all incidents which include: days open by severity, trends by top closing codes, trends by GTA customer, etc.	Monthly; on or before the 15th Business Day of the month following the measurement period	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
Problem Management	Root Cause Analysis (RCA) Report	Details of the results of each Root-Cause Analysis (RCA) performed by GTA or Service Provider Includes the nature of the incident and plansto prevent or avoid future incidents	Within 14 days of the associated problem and Monthly summary of outstanding RCAs due the 15th Business Day of the following month	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing

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Availability	Availability Reports	A variety of reports necessary to depict the	Monthly; on or before the last	GTA SMO	Web Portal	In Production	Existing
Management		availability of the	Business Day of the month	and	MS Office		
		Network infrastructure and where specific	following the measurement	Authorized			
		GTA Customer	period (i.e. July measurement	Users			
		reporting related to availability is currently	report will be due no later than				
		reported,	the last Business Day of				
		continuing that reporting	August)				

Capacity Management	Network Capacity Management	Network trending report of performanceimpact based on	TBD	GTA SMO and	Web Portal MS Office	In Production	Existing
	Reports	outlook of forecasted demand, including: · Capacity management prototype	Ad hoc	Authorized Users			
		and sizingreport should include:					
		-Capacity for all new services andapplications					
		<ul> <li>Capacity management review for existingservices</li> </ul>					
		Capacity modeling for demand forecasting.     Monitoring and measuring services					
		<ul> <li>Collecting, recording, analyzing andreporting on</li> </ul>					
		data • Providing alerts and reporting trends of current					
		utilization levels against existing capabilities					
Voice Services	Voice Usage Report	Summary and detail reports for phone usageat request of GTA	Ad hoc	GTA SMO and Authorized Users	Web Portal MS Office	In Production	Existing
Contact Center	Contact Center Call	ACD system reports as specified by GTA	Monthly; on or before close of	GTA SMO	Web Portal	In Production	Existing
	Management Reports		business on the 5th business dayof the month following the measurement period	and Authorized Users	MS Office		
Administrative Services							
Contract Management	Contract Change Request Status Report	Monthly reports specifying the status of allContract Change Requests	Monthly; no later than the tenth Business Day of the month after the preceding month	GTA SMO	MS Office	In Production	Existing
Invoicing and Chargeback	Enterprise Resource Unit Invoice	Enterprise level invoice by Service Categoryand Resource Units showing Base Charges, ARC	As set forth in the agreement	GTA SMO	Web Portal	In Production	Existing
		and RRCamounts, other changes and credits, total amount due forthe current month,					
		amount carried forward from disputes, and total outstanding					
nvoicing and Chargeback	New Services Invoice	Enterprise level invoice by Service Categoryshowing all charges for new services including FTP	As set forth in the agreement	GTA SMO	Web Portal	In Production	Existing
		charges					
nvoicing and Chargeback	One Time Charges Invoice	Enterprise level invoice by Service Categoryshowing all one time charges due for the month by GTA Customer	As set forth in the agreement	GTA SMO	Web Portal	In Production	Existing
nvoicing and Chargeback	Service Level Agreement Credits Report	Details about Service Level credits includedon the monthly invoice	Monthly, at the time of deliveryof the current Monthly Invoice	GTA SMO	Web Portal	In Production	Existing
nvoicing and Chargeback	Credit Report	Provide detail of monthly Credits	Monthly, at the time of deliveryof the current Monthly invoice	GTA SMO	Web Portal	In Production	Existing